

*J. Buckhouse*

*John S. 1703*

*1542*

*7. THE Hargrave 2.*  
**Clerks Tutor**  
IN  
**CHANCERY**

Giving true Directions by

**AUTHENTICK PRECEDENTS,**  
How to draw *Affidavits, Petitions,*  
*Interlocutory Orders, Reports before Masters,*  
*Bills, Answers, Pleas or Demurrers, and Ap-*  
*peals in Parliament.*

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the Dockets, sign'd by the present Lord Keeper  
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To which is prefixt

An *Introduction*, with many Excellent *Cases* lately  
Adjudged, illustrating the Practice of that Court,  
and several *Orders* made for the Regulating the  
same.

**The Third Edition with Large Additions.**

L O N D O N,  
Printed by the Assigns of *Rich. and Ed. Atkins* Esquires,  
for *Henry Mortlock*, at the *Phoenix* in *St. Paul's*  
*Church-yard*, 1705.



To the Right Honourable  
Sir *Nathan Wright* Kt.

LORD KEEPER

OF THE

GREAT SEAL of *England*,

AND

One of the Lords of her Majesties Most Honourable Privy Council.

MY LORD,

**A**mongst the many Suitors  
that attend Your Lordship,  
in the High and Honour-  
able Court of Chancery, I beseech  
A 2 Your

## Dedication.

Your Lordship to accept of the humble Addresses of your unworthy Suppliant in the behalf of this Collection, in regard they are the Offsprings of that Court wherein Your Lordship most deservedly presides as Supreme Judge, and who alone can with a favourable Look, make them Denizens throughout her Majesties Dominions.

I would not, Sir, have had either the Vanity or Presumption to affix Your Celebrated and Worthy Name to such a Trifle (so much unworthy Your Lordship's Patronage) had I not been sensible of the great Encouragement Your Lordship daily gives to all manner of good Literature, which I confess I cannot presume to lay claim to by this Collection,

## Dedication.

on, otherwise than by making use  
of the Poets saying :

*In magnis voluisse sat est.*

*I need not acquaint Your Lordship with the several Tracts already published of the Methods of Practice of this Honourable Court, every one's Genius hitherto having led him to write of some one Particular, none of them attempting the whole. For my part (my Lord) I have no other ambition in this Publication, but that of manifesting to the World the Incomparable Oeconomy and Beauty of this High and Honourable Court in all its Parts and Methods (so far as the Narrowness of my Province will give me leave)*  
and

## Dedication.

*and I am confident (with submission to Your Lordships better Judgment) that it would have been the intention of the Learned Mr. West (whose Method if any, I have haply agreed with rather than imitated) in his Elaborate Treatise of Symboleography, to have done the same, if he had been now to begin his Work. In which (my Lord) to speak ingenuously, and give that Great Man his due, he seems not to have omitted any thing at that time material for his Purpose. But alas (my Lord) since that good Age in which Mr. West wrote, Your Lordship is too sensible how much Peoples Inclinations have been corrupted, the subtle Contrivers of Fraud in this Age laying their wicked and villainous Designs so deep, obscure and out of the common*

## Dedication.

*common reach of Discovery, that nothing but Your Lordship's extraordinary Prudence and Sagacity can penetrate into them, or find them out.*

*For which Reasons, may it please Your Lordship, I have adventured (with Your Lordship's leave) from the Subpæna to the Writ de Executione Decreti in Miniature, to demonstrate to the World the admirable Symetry and Decorum now used in the High and Honourable Court of Chancery under Your Lordships most Excellent Administration and Conduct, Humbly asking Your Lordship's Pardon for my Presumption in this Address, and that Your Lordship will be*  
plea-

**Dedication.**

*pleased to give me leave to subscribe  
my Self,*

**My Lord,**

**Your Lordship's**

**most humbly Obedient,**

**and**

**most Devoted Servant,**

**WILLIAM BROWN.**

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T H E

# Introduction.

**H**ominem scire (saith the great Philosopher and learned Phisitian of *Joan. Petri Mompelier*) *summa est sapientia. Fabri, Lib. 1. de Sapientia universali.* And whoever treats of the Court of Chancery cannot say less than *Cancellariam scire Legum municipalium Angliae summa est Scientia*, in regard this High and Honourable Court is so very considerable in the vast extent of its Power, that 'tis hardly possible for any Cause of Weight or Moment to escape the Jurisdiction thereof, but first or last must have its determination therein.

I shall not trouble the Reader with an unnecessary deduction of the Original, Rise and Progress of the Power of this Court; nor undertake here to shew all the particulars wherein Equity usually hath been, now is or may be allowed (my Province being confin'd to a narrower compass) but shall content my self after a short Description of the Nature of the Court, to lay down some useful Notes and Observations upon the Proceedings, and so conclude the Introduction with the present state of the Practice, as it is now in use at this day.

*Of the Nature and Power of this Court.*

The Court of Chancery is the highest and  
B most

most supream of all the Courts of Equity in this Kingdom, and chiefly (and most properly) doth exert its Power in abating the Rigour of the Common Law, or affording its aid and relief in such Cases, wherein the Subject is otherwise without remedy by the strict Rules (or weak Efforts) of other Judicatures.

*Notes and Observations upon the Proceedings in Chancery.*

**Decree.** If the Decree do order the Defendant to pay a Sum of Money, then the Decree or a Writ of Execution of the Decree *vel ordinis*, if it be a decretal Order must be served upon the Person under Seal, or else it is no Contempt, if the Defendant pay it not; but if it appear the Writ was delivered to the Defendant's Servant, and that it came afterward to his Hands, or that it be proved that he had notice of the Decree or Writ, then it is a Contempt, if he refuse to pay the Money, 4 Car. Lord Keeper ordered an Attachment.

**Notice.** The leaving of an Order at the Parties house, is not sufficient notice without an Affidavit that he could not come at them to serve them therewith, Apr. 1638. If the party cannot be found,

**Service.** then a Motion must be made to have an Order that the leaving of it at the Party's House may be a sufficient Service, and so likewise of a *Subpœna*.

**Contempt** He that serveth a Writ *de executione Decreti* for Money must shew his Warrant to receive the Money, and must shew the Writ under Seal, and must demand the Money, else it is no Contempt to refuse to pay it, Apr. 1649. the Case *inter Wise & al.*

**Contempt** If upon a *Subpœna ad respond.* the Party swear-

swearth upon his Examination that he was not served, if he that served it, (so that it be not the Plaintiff, upon a Commission to prove a Contempt for not appearing to answer) do depose that he personally served him, that is a sufficient Proof.

A Copyhold cannot be entailed by the Statute *de donis Conditionalibus*, but by the Common Law it may, and a Surrender or a Plaint in Nature of a Fine and Recovery will bar those Estates as well in the Court Baron as at the Common Law, if the Custom have been such, which is the Rule in these Cases.

If a Decree be made against J. S. that he shall not meddle with the Goods of J. D. and J. D. make him Executor, or die intestate, and J. S. takes Letters of Administration of his Goods, and then meddles with the Goods, this is no breach of the Decree, for it is a new Title.

*Ld. Keeper 16 Jun. 1628. in Cur. Canc.*

If upon hearing of a Cause procured by the Defendant, the Plaintiff and his Council do attend the Cause, but are not served with Process *ad audiend. Judic.* and the Defendant with his Council attend not, yet the Plaintiff shall have no Costs because he is not compelled to appear, and the Defendant may choose whether he will have the Cause heard or no, *Cur. Canc. coram Magistro Rot. 17 die Jun. 1628.*

If a Man upon a good consideration assumes to do an unlawful act, and afterwards enters into a Bond to do it, the *Assumpsit* is discharged. But if a Man assumes to a Gaoler to give him 20*l.* to let his Brother (being a Prisoner) free, no Action at Law or Relief in Equity shall be upon this *Assumpsit*, for it is against Law, and an Escape in the Gaoler. So if a Man promise him 20*l.* in consideration that he hath set his

Copyhold.

What shall be said a breach of a Decree and what not.

No Sub-pena served a *udiend. Judic.*

An *Assumpsit* to do an unlawful Act.

No Remedy in Law or Equity.

Brother free, this is void because it is a subsequent Promise. But in the Case between Sir G. R. and Mr. R. C. and his Brother, who was in Prison under the Custody of Sir G. R. in the King's Bench, they did promise to discharge Sir G. and he being discharged in an action of Debt upon the Escape of the said R. in 300*l*. (the Jury giving so much Damages when the Declaration was no more) they having before entered into Bond to Sir G. of 700*l*. for his discharge, which Bond he releases, thinking it had been no Escape, and then before also they made him the said promise, and afterwards offered to give him 100*l*. which was proved by two Witnesses in this manner, *viz.* the one Witness said they offered 140*l*. and the other

A suffici-  
ent Proof.

100*l*. which was held to be good Proof for 100*l*. the Master of the Rolls did hold it fit in Conscience that he should have it, in regard of the said Promise, and also because he had paid by Composition for the said 300*l*. for the said R.'s Escape, and so would have decreed it, but that the said Brothers being present in Court, and the Court moving thereunto, they yielded, and by their Consent it was ordered that they should pay to Sir G. 100*l*. 6 Nov. next 17 Jun. 1628. my Lord Keeper being in the Parliament House.

Proof.

The relation of the Party himself is no proof in Court.

No matters of Accompt are to be referred till after hearing of the Cause.

Hobbs's Re-  
port, fol.  
306.

The word *Proof* shall be understood generally Judicial, *i. e.* by Jury, Confession or Demurrer in Court. Confession voluntary was holden good Proof, tho' the Law in Construction is contrary, yet when the party expresseth to mean and allow another Form of Proof, that shall

## *The Introduction.*

shall prevail. *Gold's Case*, *Hob. Rep.* fol. 127.

*Quel manner Ce proof est sufficient*, *v. Trin.* 4 *lib. Coke*  
13 *Jac. Co. lib. 4.* 74. fol. 74.

If a Payment of Money be affirmed in the Bill, and not denied in the Answer, one Witness is sufficient; upon denial upon Oath there must be two Witnesses to disprove it, & 26 *Oct. 1641. per Dn'm Littleton in Cur.* A Man's own Hand and single Witness to a Deed is taken to be a good Proof in Law, and also in Equity, as was in *Ramsley's Case*, concerning a torn Deed of Mr. S. with some other Circumstance, 9 or 10 *Oct. 1638. in Cur.*

If the Defendant in his Answer set forth a Title to the Land which is good in Law, if he prove it by a single Witness, it is sufficient, for this Court will not take the Law from him, 16 *Novemb. 1635. in Reeve's Case.*

If twenty several Men say they heard another, who is no party, say such a thing, all this is but one extrajudicial Witness.

If a Cause come into Chancery for Relief against the Common Law, the Court will not allow proof to make a Decree without two Witnesses; but if an Executor be sued for the Debt of the Testator, and he proves Payment but by one Witness, the Court will allow that Proof, for that will be allowed for a good Proof upon a Trial at Law, *per Dn'm Custod. 1 Febr. 1630.* And so likewise upon a Discharge upon an Account, and such like Case.

A single Witness is sufficient to confirm a Consideration of Title which is good in Law, but to maintain a matter in Equity, which is against a Point or Rule in Law, there must be two Witnesses to make a Decree thereupon, *per Dn'm Custod. Magni Sigil. Angl. 3 Nov. 1631. Hob. Reports 188.*

If the Defendant in his answer do affirm a thing, which is seconded by the Deposition of one single Witness, and nothing is proved against it, this was allowed a good Proof *in Cur.* 29 Oct. 1639.

If a Defendant do affirm a thing seconded by a single Witness, and no opposition appearing, this is a good Proof, and Cause sufficient to decree for the Defendant, or to dismiss the Bill.

Contempt If an Affidavit be made of the Service of an Injunction, and he that is served doth deny it upon his Examination, upon Interrogatories and upon a Commission to prove it, one Witness doth swear it, that is sufficient together with the aforesaid Affidavit. But to prove a Contempt for the breach or not performing of a Decree, there must be two Witnesses to prove it directly *per Registrarios*. One Witness is sufficient to prove the service of a *Subpoena ad audiend. Judic.*

Witnesses. A Man outlawed is not to be received as a Witness in any matter *per Dom. Cancell.* in *Cock and Morgan's Case*.

Examination of the Defendants and of Witnesses. It is an Order in Chancery, that if the Defendants be first examined, you cannot afterwards examine Witnesses to convict them thereby of Perjury; but if the Witnesses be first examined you may afterwards examine the Defendants.

If a Man be seised and possessed of Land that is Copyhold, and surrender the same to the use of himself and his Wife for Life, and to the Heirs of their Bodies lawfully begotten between them; and for want of such Heirs to the right Heirs of the said Husband for ever, according to the custom of the Manor: And the Custom being such, that the Father dying seised, the youngest shall inherit; the Husband hath two Sons,

Sons, in this Case the Custom is Judge, and shall prevail against the Common Law, and the Land shall go to the youngest, it being a Fee-simple conditional rather than an Intail.

In this Case *Non Culp.* is the best Plea, for the Freehold is not in the Owner, but in the Lord, ergo he cannot plead *liberum tenement.*

A Defendant not being a principal Defendant might be read as Witness, if he were examined on the Plaintiffs behalf in another Suit between the other persons, as in the Case of *Kingston upon Thames*, 44 Eliz. 10 Jun. 1602.

If there be divers persons made Defendants to a Bill, and some of them are only named and not served with Process, they may be examined as Witnesses, so as they be examined on both sides.

If a Defendant be served with Process *ad audiendum Judicium*, and Affidavit be made thereof, and he appear not, then his Answer shall be read, and day shall be given him to shew cause why the Cause should not be decreed against him, the Court may upon hearing the Answer read, decree it presently.

*Robertus Furslow Miles super veritatem bu-  
jus respons. sacramentum suum prestii apud G.  
in Comit. C. sexto die Octobris Anno Regni,  
&c. coram nobis virtute Commissionis Domini  
Regis nobis direct. H. H. F. F.*

Subscrip-  
tion of  
Commis-  
sioners,

*Capta fuit hec Responsio apud Civitatem Ox-  
on decimo die August. Anno Regni Domini Ca-  
roli secundi Regis nunc Angliæ, &c. vicesimo  
tertio per sacrament. præd. Defendend. coram no-  
bis Commissionariis H. H. F. F.*

*Capte fuerunt he responsiones apud Franham  
in Com. Essex quarto die Junii Anno Regni,  
&c. vicesimo tertio super sacramentum Hugo-*

nis Carle *sen. Eliz. ux ejus* Ed. C. & H. C. *ff. eor. coram nobis* T. H. B. A.

No Cost  
against a  
Paup.

The Lord Keeper allowed no Cost against one admitted *in forma Pauperis*. But Oct. 11. 1628. in open Court declared, he shall pay the under-Clerks Fees for writing.

A Party *in forma Pauperis* shall have Costs but shall pay none.

Persons admitted *in forma Pauperis* shall not pay Costs, where Causes are given in Action at Law by the Statute of 23 H. 8. cap. 15. and by the Statute of 11 H. 7. 12. The Lord Chancellor and Judges may admit *in forma Pauperis*.

Resolved by the Lord Keeper, and Master of the Rolls, that no Man shall be admitted *in forma Pauperis* after the Suit begun, because by that means the Clerks may be defrauded of their former Fees, (Mr. Robinson) the Lord Keeper would admit none without special Cause after the Bill exhibited, *V. Torbil* 35.

In all Cases in Law and Equity a Man and his Wife is but as one Witness.

Witness  
single.

If a Witness by consent of Parties be examined on both sides, his Testimony is without exception.

If a Witness refuse to be examined upon a Commission before Commissioners, then upon a Motion, a *Subpœna* is granted to be examined in Court at his own Costs, 27 Novemb. 1629. in Court before the Master of the Rolls and Yelverton.

If a Witness refuse to be examined cross, it argues favour in him, and is a Cause of Exception to this Deposition, and the other side may move the Court that his Deposition *ex parte* may be suppressed, which the Court will grant *per Cur.* 14. & 15 Octob. 1633.

If upon a Marriage the Parent doth say, that he

he will make one Child's Portion as good as another at the time of his Death, yet this shall not bind, unless the Contract be so set down in Writing, or declared by his Will, or proved by sufficient Witness to be part of the Contract before upon the Marriage, and then also the Parent is not barred to dispose of, or give away any part of the Estate during his Life, *per Cur.* 11 Octob. 1628.

Contract  
for Marriage  
Portion.

At the same time in the Case of *Shaw and Finch at Watford*, his Lordship's Opinion was, that if a Man give 100 l. to a Child to be paid at the Age of one and twenty years; if the Child dye before, the Executor is to have it, and the Child cannot give it away, either in his Life time or by his Will; and Mr. Recorder of *London* did then affirm, that the Custom of *London* is, that if an Orphan die before one and twenty years, or within that time do marry without the Consent of the Mayor and Aldermen, that the Portion is to be divided amongst the other Children; and that a Child preferred in the Life of his Parent is not to have any part of the said Portion.

Custom de  
Londres  
per Childs  
Portion.

A Citizen of *London*'s Estate is to be divided by the Custom into three parts, his Children one, his Wife another, and the third for him to bestow by Will; but if he devise greater Portions to his Daughters than the Custom will bear, that must be taken out of so much of his third part as that will yield; for his Executor without his collateral Consent, shall not be bound to pay any more, nor any thing out his own Estate, *Wilcock's and Daniel's Case*, 9 May 1635.

Coke sur-  
Littleton,  
f. 176. b.

A Citizen a Freeman of *London* deviseth Custom Houses or Lands to be sold to pay Legacies to his Children, that Money is not dividable by the

the

the Custom of the City especially when the Legatees accept of such Legacies.

If a Man be a Citizen and Freeman of *London*, and yet liveth not in the City, nor is not well known to be so, and he maketh an Executor, who knoweth not that he is so, and dyeth and leaveth a Wife and Children, who, by the Custom of the City are to have their customary parts, and the Testator deviseth them several Legacies, which they accept, and for which they give Acquitrances to the Executor, they shall not compel him to divide the Estate of the Testator, as the Custom goeth, unless they give Notice to the Executor, that the Testator was a Freeman and Citizen; and the notice is to be given before many years do pass after his Death, otherwise no notice will serve, for he may pay Debts in the mean time:

Notice.

If a Citizen or Freeman of *London* do make a stranger that is no Citizen, but one who lived in the Country, his Executor, who refuseth to exhibit an Inventorory or Accompt, he may be compelled *per Cur.* to do it, 23 Apr. 1635.

By the Custom of *London*, if a Freeman dye without Issue, his Wife shall have a Moiety of his personal Estate; and if he have Children, his said Estate shall be divided into three parts; And if an Alderman die without Issue, his Funeral must not exceed 300*l.* and having Issue but 200*l.* *inter Moulson & Dominam Moulson in Cur. & Jun.* 1640. the Lord Keeper did allow for the Funeral of Alderman *Moulson* 500*l.*, whereas 1700*l.* was bestowed, and so 1200*l.* was laid upon the Lady *Moulson's* part, and none of it upon the Plaintiff Mr. *Moulson's* part.

Allow-  
ance for  
Alder-  
mens Fu-  
nerals.

And until the Funerals be paid, there ought not

not to be any dividend made of any Citizens and Freemens Estate, *per Dn'm Custod. & Recordatorem London.*

And in this Case the Lord Keeper did rule, that if a Man by his Will doth devise a Legacy of Money to be paid to him at the Age of one and twenty years, and dyeth leaving Affets, his Executor shall pay Interest for the Money from the death of the Testator, until the Devisee come of full age.

Interest to be paid for a Legacy

If a Citizen will give and dispose more by his Will than a third part will bear, it is void, in *Wilcock's Case*, 1635.

Custom de Londres.

A Covenant to free Land from Incumbrances, or such like Specialties, for things that are not grown to a certainty shall not stay an Executor from payment of Legacies until such things be satisfied, nor shall stay the Division of a Citizen's Estate into three parts by the Custom of London, 19 Octob. 1639. *per Dn'm Custod. & Cur. in Sir Nicholas Salter's Case*, where it is said, that if an Executor pay Legacies (and not finding Decree upon search, which was kept by a Clerk of the Court from inrolling) he shall not be charged with a Devastavit for paying them before the Money payable by the said Decree.

If the Defendant be charged by the Bill, that the Land is worth 100*l. per annum*, and he answers 'tis worth 60*l. per annum*, the Answer is sufficient, altho' he doth not say and no more, but *le use est contr.*

The sufficiency of an Answer.

A Trust is a thing in action, and therefore it must go to the Executor of the party trusted, and cannot be taken away without some special Agreement of the party in writing to whose use the trust is committed.

A Trust.

One Term to be allowed between Publication and hearing, except there be special Cause to the contrary, *per Cur.*

The Terms of hearing.

Al-

Attach-  
ment.

{ Altho' an Attachment go forth upon an ill  
ground, yet the party is to perform what the  
Writ requireth, else he incurreth a Contempt  
(at the Rolls.)

The Con-  
tract of an  
Infant.

If an Infant contract for necessary Meat,  
Drink or Apparel, he shall be bound by it, but  
if he contract, and afterwards give his Bond for  
it, the Contract is thereby determined, and the  
Bond is also void, and the Party without Re-  
medy.

A Decree  
binds an  
Infant.

If an Infant be sued in Chancery, and he  
appear, and be allowed a Guardian by the  
Court; if a Decree be afterward had against him  
and his Guardian, this shall bind the Infant:  
but otherwise it is, if an Infant exhibite his Bill  
by his Guardian, his Act shall not bind the In-  
fant, 11 Nov. 1633.

If a Bill be exhibited against an Infant of  
young years, and he will not appear by his  
Guardian, then by a Subpoena he is to be  
brought into the Court, to be inspected, and  
then the Court will appoint him a Guardian.

If a Bill be exhibited against an Infant to ex-  
amine the Title of any Lands descended to him  
from his Ancestors, he may by his Answer shew  
his Infancy, and so pray Judgment, whether in  
this Case the Suit being to examine the Title of  
his Lands descended to him, the Parol shall not  
demur; so likewise if the Bill be exhibited for  
the same Cause against any other as a Guardi-  
an, Friends or Overseers of this Infant, they  
may shew the special matter, and so conclude  
Judgment *Si le Court voil* proceed herein before  
the Infant attain to the Age of one and twenty  
years; but in other Cases that concern not In-  
heritances an Infant shall answer, so that he be  
of the age of Discretion.

If an Infant sue, or defend by Guardian or by  
*Proche.*

*Prochein Amy*, altho' such Guardian and *Prochein Amy* be outlawed, or excommunicated, yet that is no Plea to disable him, no more than if my Attorney be outlawed, or excommunicated, yet he may appear for me and plead.

If Lands be decreed for an Infant of the Age of three years, and in the same Decree it is provided, that *A.* shall take the Rents and Profits of those Lands to the use of the Infant, and until the Infant attain his full Age; in the mean time *A.* bearing himself as lawful Owner in Fee, selleth the same to *B. bona fide*, for Money paid by *B.* who knoweth not of this Decree, yet is *B.* bound in Equity by this Decree, and the Infant may enter upon him at his full Age, and *B.* is bound at his peril to take notice of this Decree: So that you may see by this course, that every Purchaser is bound to take notice at his Peril of the Decrees of the Court, albeit he buy of one who is not bound by the Decree, nor any Party to the Suit; for it is a plain Case, if *A.* sue *B.* in Chancery for Lands, and have the same decreed to him against *B.* and all claiming by, from or under *B.* If *B.* in this Case sell the Land, albeit *bona fide*, and to one that hath notice, there is no question but his Sale is void against *A.* in Equity, for he claims under *B.* But in our principal Case the Purchaser claims under none against whom any Decree is made, and yet he is bound.

A Purchaser is bound to take notice of a Decree.

It was decreed *per Cur.* that albeit the Defendant, for the good of an Infant, and for the preservation of his Inheritance did suppress a Deed of Intail, whereby the Father of the Infant being a great Unthrif, if he had taken knowledge of the same Deed, might have sold the Land, and so stripped the Infant; yet my Lord utterly disliked that Course, and decreed

against the Defendant, who had bought the Land of the Infants Father, for the good of the Infant for a small Sum of Money, the Lord Keeper decreed the Land to the Infant without regard of the Defendant's Money, *inter Holmden & Reynolds*, 15 Oct. 3 Jacobi.

*Kerchival* cont. *Kerchival* 7 Feb. 47 Eliz. If an Infant sue in the Chancery in the Name of his Guardian, or *Prochein Amy*, and thereunto the Defendant answereth, and Witnesses examined, and the Cause come to hearing, and *pendente lite*, the Infant attains his full Age; this was moved by the Counsel of the Defendant for abatement of the Plaintiffs Suit, when the Cause came to hearing, who said, that now there was no Plaint in Court, nor no Bill, because the Plaintiff being attained to full Age, the Cause of the Guardians or *Prochein Amies* Suit is ended, and of the Cause being at an end, the Effect must cease in its self; but my Lord gave no way to this Exception, and so to avoid Circuity of Action and Multiplicity of Suits, he would proceed to hearing, notwithstanding the said Exception, and did so. *Egerton*.

*Vid. Reports Fra. More, fol. 42.*

The Proof of a Record by a Witness. Office to intitule the King. Records must be shewed forth, tho' proved by Witnesses in the Books, or else he fails of his Evidence. *Handal* and *Little John*. It was agreed by Judge *Yelverton* and by all the Bar, that until Office found, whereby a Man is found to be an Alien the King is not intituled, and shall not have any Profits before that time, 29 Oct. 1628.

Examination of Witnesses.

And then it was agreed by the rest of the Six Clerks against Mr. *Dewse*, in his own Case, that if a Witness be examined by Commissioners in the Country he shall not be here again examined without special Order of Court.

If

If Commissioners for the Plaintiff will examine the Plaintiffs Witnesses upon the Defendants Interrogatories, or if the Defendants Commissioners examine upon the Plaintiffs Interrogatories, that Course is disliked, *per Cur.*

If the Plaintiff have the carriage of the Commission, wherein the Defendant joins, and they agree upon the place for examining and cannot finish, the Court must be certified thereof.

A Man who was produced as a Witness in the Chancery, in his Depositions was found to swear falsely in part, and thereupon his Testimony was utterly rejected, *Dalt. fol. 271.*

The Lord Keeper did not reverse a Decree for want of Form or mistaking of an Account, *Novemb. 1628.* for that may be helped by a Master of the Court, *6 March 1668.*

Neither shall any one that is a Trustee, although not named a Defendant, avoid a Decree for that Cause.

A personal Promise is not sufficient to decree away Land without other Circumstances.

If a Man convey Lands to Feoffees to be sold to the use of his Children, none but the Feoffees, or some by their authority, can contract for the same.

A Notice is material, where one hath first Notice articulated for Land, and another seek to take the Bargain from him, or if the second party have Notice he shall not have the Bargain.

If a Man contracts to buy of the Lord of the Manor his own Copyhold or more, for a certain Sum of Money, and afterwards the Lord offereth him the whole Manor, if the Lord and he doth not afterwards agree, but the Lord sell the Manor to another; yet the Lord Keeper did order, that the first Bargain for the Copyhold

Want of Form.

A Trustee not named Defendant, not avoid a Decree.

Personal promise. Feoffees in Trust.

A Copyholder bargaineth with the Lord for his Copyhold.

hold shall not be dissolved thereby, 11 Novemb. 1628. in Cur.

The Construction  
of a Will.

A Man deviseth to his Wife out of this Land 50 l. per ann. until his Son marry, the Remainder to his said Son in Tail, and if he marry, the 50 l. to be divided, and he to have two parts, and if his Son dye without Issue, then his Wife to have the whole; his Son marrieth and levieth a Fine, and suffereth a Recovery, and dyeth without Issue; altho' this barreth the Wife in Law, yet in Equity she shall have the whole, by reason of the Intention of the Devisor, and Mr. Recorder vouched Pell and Brown's Case adjudged accordingly, 17 Jac. in Banco Regu 11 Novemb. 1638. per Cur.

A Lease  
for years  
made  
good.

If a Man make a Lease for years, wherein he hath no Right, and afterwards he purchaseth this Land, neither he nor his Heir shall avoid this Lease by Law or Equity.

Commis-  
sioner que  
refuse ex-  
aminer  
come  
Witness.

*Nota que fuit dit a moy que lou un commissi-  
on issue hors del Court de gards al quater per-  
sons ou al ascun deux de eux, & un des Com-  
missioners refuse & les auters trois seant in Com-  
mission, cestui que refuse fuit jure & examine  
per eux come un witness & ceo nest bone, car  
coment que il refuse destre Commissioner unc' il  
est exclude destre jure.*

Examina-  
tion of  
one as a  
Witness.

If an Administrator sue, or be sued in Chan-  
cery, and the Suit depending, the Administra-  
tion be revoked by his practice, to the end he  
may be examined as a Witness, he shall not be  
examined, per Dom. Custod. Magni Sigil. in  
Cur. 22 Apr. 1629.

Jointe-  
nants and  
Tenants  
in Com-  
mon.

*Et per luy 25 Apr.* If a Man devise a Lega-  
cy unto two, and the Survivor of them, if one  
of them sell his part, and then dyeth, the Sur-  
vivor

vor shall not have that part, for it is with him as with two Joyntenants, if the one sell his part the Joynture is broken; And if a Man devise Goods or Lands equally divided, or to be divided, the Devisees are Tenants in Common, and there is no Survivorship in that case.

*Et per luy eod. die*, if a Man possessed of a Term for years, deviseth it to his Wife until she marry, and then to his Son within Age, and that during his Minority she shall take the Profits towards educating him; If before Marriage she bestow Coits on the Houses, in repairing of them, she shall not be allowed any thing for the same, because she doth it as a Tenant bound to do it; but if during the time she is a fiduciary, she doth it, she shall have allowance in this Court.

If a Mortgagor, four or five years after the Forfeiture, do seek by Suit in Chancery to have Lands again, paying his Money with Damages, the Court will not therein relieve him without some special Cause shewed of that delay: but the use is now, that after the Mortgage forfeited, the Mortgagee preferreth his Bill in Chancery, and thereby sets forth, that he is ready to take his Money with Damages, or else desireth to have the said Lands settled upon him, 28 Apr. 1629. in *Cur. coram Justic' Jones, & Magistro Rotulor.*

*Eod. die*, It was agreed against Mr. Noy's Opinion, that *cestuy que use* or *cestuy que trust* may prefer a Bill in Chancery of himself, if the Feoffees or Trustees refuse to joyn with him, for otherwise Charges and Recognizances, &c. may be laid upon the Land to his prejudice; and if he prefer his Bill and alledge an Assignment or such like, although there be no such Assignment, yet the Bill shall stand.

C

If

No Relief in Law nor Equity. If a Man by his own Act do disable a thing to be done, which is for his Benefit, he shall neither be relieved in Law nor Equity.

ADemurrer not to be taken by Commissioners. If a Commission be granted to take an Answer in the Country, the Commissioners cannot take a Demurrer without special order of Court, and a Demurrer of one is not to be taken upon Oath, but a Plea of Matter extrajudicial is to be taken upon Oath, but not upon a Record in Court pleaded.

An old Debt not relievable. A Bill upon a Debt by Obligation, &c. that is twenty years old, is not to be retained without special Cause.

Tythe Hops. Tythe Hops do belong to the Parson and not to the Vicar, *per le opinion de tous les Justices come Mr. Justice Yelverton dit in Cur. Cancell. die Veneris 8 Maii 1629. vide son liver des Reports de 8 Car.*

A Bill taken *pro confesso*. It was said, *eod. die*, that if a Bill be preferred against a Man in Prison, and he will not answer, but standeth out all Process of Contempt, then he shall be sent for by a *Habeas Corpus* into the Court, and if he refuse to answer, then a day shall be given him to make his Answer; and if he doth not then answer, the Bill shall be taken *pro confesso*; and when he cometh in upon the *Habeas Corpus*, if he be in Execution, he shall be sent back to the Prison from whence he came; if not, then to the *Fleet*.

Mortgage in the name of an Infant. If a Man take a Mortgage in the Name of an Infant, which is forfeited, and dyeth, the Infant shall restore the Possession to the Mortgagor, but no Decree shall be made against the Infant to re-assure the Land until he come of full age, and then he shall be enjoined to re-assure it: And if the Bargain at the time of the Mortgage be, that if the Money be not paid at the Day, then upon payment of a farther Sum the

the Bargain to be absolute, or more Money to be lent to the Mortgagor after the Mortgage or after the Forfeiture: Yet if there appear to be no hard dealing, or that the Money be not a valuable consideration, the Court will compel the Mortgagee to re-assure the Land upon the Mortgagors payment of all Money and Damages, *ead. die & 7 Maii 1629, per Cur.*

If a Man be examined upon a Contempt and denyeth it, then the Plaintiff may have a Commission to examine upon Interrogatories, and prove the Contempt by Witnesses if he can. Contempt

A Remainder to one and his Heirs after an Estate Tail, is no Assets to the Heir in Fee-simple, because it is not adjudged to be of any Value. Assets.

If the Father in his own and younger Sons Name purchase Laud to them and their Heirs, or the Uncle in his own, and in one of his Nephews Names, purchase Lands to them and their Heirs, and dye, the Land must come to them accordingly; but if the Father or Uncle do after the Purchase make Leases, they shall bind for a Moiety, *16 Maii 1629. 5 Car. Selwerton.* A Purchase by the Father in his own and Son's Name.

If a Man exhibit his Bill in Chancery, and afterwards desire to withdraw his Bill, he shall pay Costs to all the Defendants severally, unless the Court do order a certain Sum for all the Defendants joyntly for their Costs, *ead. die.* Costs.

No Demurrer to be allowed after Replication. Demurrer

If an Administrator or Executor exhibit a Bill, an Utlawry in them is no Plea, *per Dom. Custod. 18 Maii 1629. in Cur. & per Iuy.* If an Utlawry or other Plea be pleaded, and is one to be over-allowed.

over-ruled, no other Plea shall be after pleaded, but the Defendant must answer.

Witnesses after Publication. No Witnesses examined after Publication without special Order.

If upon a *Dedimus Potestatem* to take an Answer, the Commissioners do take a Demurrer, if upon return thereof it do appear to be an Answer, it is to be taken, or else he may then demur, for it is not a double delay.

If a Bill be exhibited against a Prisoner who will not answer, an Attachment being entred against him, a motion must be made for a *Habeas Corpus* to bring him to the Bar, to shew cause why he does not answer; and the Fees which the Plaintiff pays are:

	<i>l.</i>	<i>s.</i>	<i>d.</i>
For allowance of the <i>Habeas Corpus</i> ————— } <i>pus</i> —————	0	2	4
For the Tipstaff bringing him } into Court —————	0	6	8
For the Deputy Marshal's Fee —	0	3	4
To the Six Clerk to present the } Prisoner to the Court —————	0	3	4
The Warden of the Fleet claims } for his Fee, though the Prisoner be } brought from the King's Bench ———	0	6	8
If the Prisoner be brought up } with his Causes, then you must } pay for transcribing the Causes 4 <i>s.</i> } for the first Cause —————	0	4	0
For every Cause more, if there be } more than one —————	0	2	0
If the Prisoner be turned over to the } Fleet, then the Marshal's Fee for his } Discharge is —————	0	17	0

And

	l. s. d.
And the Clerk of the Petty Bag for entring his Causes in the Petty Bag, if he be turned over, for the first Cause	} 0 4 0
For every Cause more	0 2 0

Michaelmas Term, 1678.

*Chiverton* having a Mortgage on Colonel *Sandy's* Estate for 5000 and odd Pounds, on which *Tompson* had a Puifne Mortgage for 1700 l. of the same Lands, and by the same Deed; for it is first to *Chiverton* for 3000 l. and then *Chiverton* and *Tompson* lend more Money; and then by the Deed it is declared, that after *Chiverton's* Debt paid, he shall stand seized for *Thompson*: *Chiverton* exhibits his Bill against *Thompson*, either that *Thompson* may pay him his Mortgage, or be foreclosed of the Equity of Redemption: Upon long debate, and the Court having taken time to consider of it, dismissed the Plaintiffs Bill with reasonable Costs.

10 Nov.  
1678.

*Per Dom. Canc.* That all persons to be examined upon contempt shall have Copies of Interrogatories before they be examined.

21 July,  
1679.

The Lord Chancellor declared, he would never relieve against an Award, where the Arbitrator is of the parties own choosing; for he makes the Arbitrator his Judge, and shall be bound by his Award.

*Hodges* and his Wife *versus Dakin*, some day after Michaelmas Term, 1679.

The Plaintiff's Wife being an Executrix, paid the Defendant without Suit a Legacy, afterwards

terwards Debts were discovered, and the Bill was for the Defendant, to pay back the Legacy, to inable the Plaintiff to pay the Debt. The Court dismissed this Bill, for that the Plaintiff paid the Legacy to the Defendant voluntary, and without a Decree being first had against her: If the Plaintiff had been compelled by Decree to pay, my Lord declared he would have relieved the Plaintiff.

A Bill brought by the Creditor against an Executor and Legatee, in this case no doubt but the Court would make Legatee refund.

27 Novemb. 1674.

*Blockley versus Eldridge.*

*Blockley* being an Apprentice to the Defendant, an Haberdasher of small Wares, with whom the Defendant received 135 *l.* and the Defendant having abused the Plaintiff in his Service, and the Plaintiff being by the Chamberlain of *London*, and afterwards by Order of the Lord Mayor's Court, upon the Plaintiffs Petition there according to Custom, discharged of the Defendants Service after the Plaintiff had served four years and an half; the Plaintiffs Bill being to have back a reasonable part of the 135 *l.* The Lord Keeper *Finch* decreed him 50 *l.* of his Money, and Costs of Suit, to be paid by the Defendant. And in this Case was cited the Case between *Head* and *Mayo*, where Mr. *Mayo* dying within two Months after he had received 150 *l.* with Mr. *Head*'s Son as an Apprentice, Mr. *Head* had a Decree for his Mony (by Keeper *Finch*) deducting an Allowance for his Diet and Maintenance the two Months he lived with Mr. *Mayo* before his death.

13 Nov.

13 Novemb. 1675.

*Harrington versus Botham.*

Creditors preferred a Bill in Chancery to have a discovery of Bankrupts Estate in the Defendant's hands, and entituled themselves by Assignment from the Commissioners, and upon the Defendant's Demurrer, my Lord ordered the Defendants to answer, and said, it had been well enough if Commissioners had made no Assignment, nor executed their Power; the Act which gave Commissioners power hath no negative Words to exclude this Court.

No Bill to examine Witnesses *in perpetuam rei memoriam*, against a Purchaser, *per* Lord Keeper.

A Man makes a Devise of Lands to pay his Debts, this revives a Suit for a simple Contract, notwithstanding the six years elapsed since first cause of Action.

Feb. 12. 1676.

*Blackwel versus Geering.*

Bill against the Defendant for small Tithes; the Defendant demurred, and afterwards being a Quaker, was prosecuted to a Sequestration for want of an Answer; and this day the Plaintiffs Bill being read, was decreed *pro confesso* against the Defendant, notwithstanding it was strongly insisted as in Sir *William Denny's* Case against *Filmer*, that no such Decree ought to be unless the Defendant be taken and brought in person into Court to hear the Bill read.

*Clobery and Lampen, Trin. 1677.*

The Cause heard a-  
gain upon  
motion  
first Seal  
before  
Michael-  
mas Term  
1677.

*Clobery's* Bill to be relieved for a Legacy given to his Daughter, to whom he is Administrator; the Defendant is Executor of one *Clobery* the Testator, who gave the Legacy in these words; [*I give Clobery 500l. when she attains the age of one and twenty, to be paid with Interest*] the Legatee died about ten years before her age of one and twenty. Resolved and decreed; first, that the Legacy is payable to the Administrator, the Plaintiff to be paid with Interest, differencing it from the ordinary case, and the difference allowed where a Legacy is given when one and twenty, and when given to be paid at one and twenty, and so here the Administrator well intituled, notwithstanding the Legatee never attained her age of one and twenty. 2. It was decreed, the 500*l.* to be paid by Defendant, at the time when the Child, the Legatee, should have come of full age of one and twenty, and not before.

*9 June, 1680. Lord Finch.*

*Lord North and his Wife Plaintiffs, against  
Lord Gray of Wark Defendant.*

The Bill was, that one of the Defendants the Lord Gray's Ancestors settled the Estate in question on the Plaintiff the Lady North, and the Heirs of her Body, that the Deed was lost, or in the Defendant's Hands, and that the Plaintiffs may examine Witnesses *in perpetuam rei memoriam* was the end of the Bill. The Defendant answered the whole Bill, but as to the Plaintiffs examining Witnesses *in perpetuam rei memoriam*, or to proceed any further (the Defendant

pendant having answered) the Defendant demurred, for that the Plaintiffs might try their pretended Title by Ejectment at Law, and there being no Impediment at Law, but that they might try their Title, or for that the Plaintiff had not had this Deed, and pretended Title, affirmed by any Trial at Law.

And this Demurrer was allowed upon great debate.

*Michaelmas-Term, 1679. in an Afternoon at my Lord Chancellor's House.*

*Strode and his Wife Plaintiffs against the Executors of Mrs. Cleyton.*

Mrs. Cleyton having several parcels of Plate of her own, and several other parcels of Plate pawned or mortgaged to her for Monies by her lent a little before her death, bequeathed all her Plate to the Plaintiff Strode's Wife: And the question being whether the mortgaged Plate, as well as Testatrix own Plate should pass to the Plaintiff by this Bequest. My Lord Chancellor was of opinion it did, and decreed her the mortgaged Plate, as well as the Testatrix own Plate.

About 6 Decemb. 1677. at the Lord Chancellor Finche's House in Queen-street.

*Wollaston & Ux. contra Swetnam.*

Wollaston and his Wife as Administ. of Peter Swetnam her late Husband, preferred their Bill (*inter alia*) to be relieved for 200 l. as being a fifth part of 1000 l. deposited by the Defendant Thomas Swetnam, in such manner as  
*William*

*William* should think fit, and *William* insisted he had power to dispose of the 1000 *l.* among the five Children as he pleased; that *Peter* the Plaintiffs Husband married the Plaintiff during his Apprentiship, and was since dead; and therefore conceived he might dispose of the 1000 *l.* among the other Children as he pleased; This Cause being heard at the Rolls, and the Case being as before, the Master of the Rolls decreed *Will.* to pay 200 *l.* to the Plaintiffs as Administrators of *Peter*, being one whole fifth part. And on the Appeal to my Lord Chancellor he was of opinion, that *William* might dispose as he pleased, and dismiss the Plaintiffs Bill as to this demand; it was the only point in the Cause on which it came to be re-heard: And it being insisted on, that in a late Case between *Kaisor* and *Parrot*, my Lord had determined, the Defendant had not power to dispose at her Will; his Lordship declared he determined that Point against the Defendant upon another reason; the Defendant being afterwards married, and having promised to let the then Plaintiff have her share of the Money to be distributed.

*Jovis 4 Jul. 1678.*

*Woodman versus Moren and his Wife.*

*Woodman* in 1660. took a Mortgage in the Defendant's Wife the Plaintiff's Daughter's name, and a year or two after took an absolute Surrender (the Premisses being Copy-hold) to his Daughter and her Heirs; and paid 4000 *l.* for the Purchase, and in 1666, the Defendants intermarried, and the Plaintiffs Bill was to have a Conveyance from the Defendants, the Surrender to the Defendant being a Trust (as the Plaintiff

Plaintiff alledged) for the Plaintiff and his Heirs, he having been all along in possession, and paid the Purchase Money. The Cause was first heard before Mr. Justice *Atkins*, who decreed for the Plaintiff, that the Defendant should convey to him: But the Defendant's Counsel appealing, the Cause was this day reheard, and my Ld. Chancellor *Finch* took it to be originally a Preferment for the Defendant the Plaintiffs Daughter, and so dismiss the Plaintiffs Bill.

If an Infant of the Age of twenty years, and hath reason and wisdom to govern himself, selleth his Land, and with the Money buyeth other Land of greater value, and taketh the Profits, yet the Infant may enter into his first Land again, because the Contract, after the Maxims of the Law, is void, and is only bound to repay the Money in Equity, with reasonable Costs and Charges sustained thereby.

If a Man that hath Lands for term of Life be impanelled upon an Enquest, and thereupon loseth Issues, and dyeth, those Issues shall be levied upon him in Reversion by Law and Conscience.

If a Man enfeoffe another in certain Land, upon condition, that if he enfeoffe any other, that it shall be lawful for the Feoffor and his Heirs to re-enter; this Condition is void in Law and Conscience; forasmuch as the intent of the Feoffor is against Law, and there is no recompence appointed for the Feoffment; but if the Condition had been, that he should not have enfeoffed such a Man, or such a Man, it had been good, for yet he might enfeoffe others.

The intent of the party is void, if it be against the Law.

If a Man of his mere motion, without any  
recor-

recompence, intending to give Lands to another and his Heirs, makes a Deed, whereby he gives it to him for ever, intending by the word (*ever*) the Feoffor shall have the Land to him and his Heirs. The intent is void, and the Feoffee only Tenant for Life.

If a Man give Lands to another and his Heirs for 20 years, intending that if the Lessee dye within the Term, his Heirs should have the Remainder of the Term, the intent is void; for by Law all Chattels real and personal go to the Executors.

If a Man give Lands to a Man and his Wife, and to a third person, intending that every of them should take a third part of the Land as three common persons, his intent is void; for the Husband and Wife as one person in Law, shall take only one half. But these Cases are always to be understood where the Estates are made without any recompence.

If a Fine with Proclamations be levied according to the Statute, and no Claim made within five years, the right of all others is extinct thereby, both in Law and Equity.

A Bill cannot be decreed to be taken *pro confesso* against a Defendant that stands out all Process of Contempt, unless the Defendant did once appear to the Bill.

Waste. { 1. Voluntary.  
          { 2. Permissive.

**I**N an Action of Waste, the party shall lose the place wasted, and treble Damages.

Waste lies against Tenant by the Curtesie for life, years or half a year, Tenant in Dower, or  
Guar.

Guardian in Chivalry, by him that hath the immediate Estate of Inheritance.

It lies not against Guardian in Socage, nor against Tenant by Elegit, Statute Merchant, or the Staple, nor against Tenant at Will; but if such Tenant voluntarily pull down the Houses or cut down the Timber Trees, the Lord may have an Action of Trespass; but for Permissive Waste hath no remedy.

No person shall have an Action of Waste unless he hath the immediate Estate of Inheritance, but sometimes another shall joyn with him for Conformity.

The Heir shall not have an Action of Waste for the Waste done in the Life of the Ancestor; nor a Bishop, Master of an Hospital, Parson, &c. in the time of the Predecessor.

If the Lessee for years commit Waste and die, no Action of Waste against his Executors or Administrators for Waste done before their time.

To procure a Commission for a Master extraordinary in the Country, there must be a Certificate from some Gentlemen in the Country that there is occasion for a Master there; that the person that desires it is a fit person to be intrusted in such Commission, and loyal to the Queen and conformable to the Government.

Upon which Certificate the Lord Keeper grants his Warrant, under his Hand to the Clerk of the Petty-Bag, requiring him to prepare a Commission directed to three persons, giving power to them, or any two of them, to Administer the Oaths of Supremacy and Allegiance, as also of that of the Master in Chancery extraordinary, unto the party desiring the same.

*For which is paid to the Lord Chancellor's Secretary 5l.*

Then

Then the Clerk of the Petty-Bag makes the Writ, for which he is paid 1 l. 13 s. 4 d. in which Writ the Oaths to be administred are set forth *verbatim*.

The Commissioners on the Back of the Writ make their Returns thus, (*viz.*) *Virtute istius Commissionis nobis & al' in eadem Com-*  
*present, & missione nominat. direct. die Anno*  
*al' is omit-* *infra script. ministravimus separal. sacra. infra-*  
*ted.* *nominat. G. W. prout per eandem Commiss. no-*  
*bis precipitur. A. B. T. P. W. R.*

Which being returned, the Clerk of the Petty Bag inrolls the same in the Office, and gives Certificate, or Memorandum under his hand thereof, which is his place, for which he is paid 15 s. 10 d.

So the whole charge is 7 l. 9 s. 2 d.

## Observations in Chancery.

IF a Woman pending a Treaty of Marriage, convey away her Estate in trust to defeat her Husband, that Assignment is not good, being to defraud her Husband, and destroy the intent of the Marriage Agreement; and such Conveyances were set aside in the Case of Sir Philip Howard, and of Sir Edward Turner in the House of Lords.

Jennet  
con. Bi-  
shop.

Bill to set aside a Decree in the great Sessions in Wales, to which the Defendant pleaded the Decree made in that Court, which was allowed 14 July, 1683.

Portington  
con. Tar-  
buck.

A Plea to a Bill of Appeal, from a Decree in the Court of Chester, was argued and allowed, 14 July 1683.

A Mortgage Assigned without the privity of Earl of the Mortgagor, and the Assignee exhibited a Bill that the Defendant might redeem, or be foreclosed; and decreed the Defendant pay Interest for the Interest paid by the Assignee to the first Mortgagee, tho' the same was assigned without the privity of the Mortgagor.

Macklesfield con. Fitton.

The like Order made *per Dn'um Custod.* In L. Glem- the Lord Chancellor's time it had been otherwise ordered.

ham, con. Seuteville.

Admittance of a Tenant for Life, is the admittance of those in Remainder, but the Lord is to have a Fine when each Estate falls.

Glemham con. Newson.

6 Febr. 1682. A Bill of Review on a Bill of Review not admitted, but the Demurrer there- to allowed, *per L. Keeper Guilford.*

Denny con. Filmer.

Bill (*inter al'*) to have a share of Duke Tho. personal Estate, according to the Act of distribution of Intestates Estates. Defendant demurred, so that he ought to have a distribution in the Spiritual Court, and over-ruled, 6 Febr. 1682. *per Lord Keeper Guilford.*

Howard con. Duke of Norfolk.

Depositions in one Cause not used in another, tho' for the same matter, both Suits being for Legacies, and the Proofs only to discover Assets; but must examine over again unless both sides consent, *per Dn'um Custod.* 6 Junii, 1685.

Howard con. Christ's Hospital.

Lady Bodmin recovered Dower at Law, but a Lease for 900 years and a Statute were set up, that she should not have execution at Law, and brought her Bill here to have those Incumbrances set aside, and decreed those two Incumbrances should not stand in her way to hinder her of execution, altho' *Vandenbende* was a Purchaser of the Estate, *per Lord Chancellor Jefferies,* 20 May, 1686.

Lady Bodmin con. Vandenbende.

20 May, 1686. The Defendant having put a very scandalous Answer to the Plaintiffs Bill,

Whitlack con. Mur-riest.

Bill, and being so reported, the Defendant filed Exceptions to that Report; upon the hearing of the Exceptions, the Court ordered Search to be made for Prejudices, as to what Fine or Damages might be awarded against the Defendants in such Cases. And the next day did order the Defendant to pay the Plaintiff 100 *l.* in respect of the Scandal. And Mr. Henry Ryley a Solicitor for the Defendant, having put in Exceptions to the Report, which were equally scandalous with the Answer, and put a Counsellor's Hand to them, who disowned it; Ryley was fined 20 *l.* and both the Defendant and Ryley to stand committed till their Fines paid, and Ryley never to practise more: whereof publick Notice to be set up in all the Offices of the Court of Chancery, 22 May, 1686. *per Domin. Jefferys Canc.*

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### Cases in Chancery.

Copy-  
holders.

**T**ouching Copy-holders, Mr. Fitzherbert in his *Natura Brevium*, fol. 12, noteth well that forasmuch as he cannot have any Writ of false Judgment, nor other Remedy at Common Law against his Lord, therefore he shall have Aid in Chancery; and therefore if the Lord will put out his Copy-holder that payeth his Customs and Services, or will not admit him to whose use a Surrender is made, or will not hold his Court for the Benefit of his Copy-holder, or will exact Fines arbitrary, where they be customary and certain, the Copy-holder shall have a *Subpœna* to restrain or compel him as the Case shall require, Dyer 264. and 124. Fitz. *Subpœna* 21.

A. married a Feme Executrix subject to a Executrix  
Devastavit ; if A. have not sufficient to satisfie, Husband  
he himself shall be imprisoned for the Debt. ordered  
to pay

If the Obligee have received the most part Debts.  
of the Money payable upon the Obligation at The greater part of  
the peremptory Time and Place, and will nevertheless extend the whole Forfeiture immediately, refusing soon after the Default, to accept of the Residue rendered unto him, the Debt paid, and  
the rest  
Obligor may find Aid in Chancery. offered,  
relieved  
in Chancery.

A Lease is made for Life, the Remainder for Life, the Remainder over in Fee, the first Lessee wastel  
maketh wastes, and because he in the Fee hath holpen in  
no Remedy by the Common Law, and VVaste Chancery.  
is a VVrong prohibited, he shall be holpen in  
Chancery, Crompton 48. 6.

At the Common Law, if a Man were Surety for anothers Debt, he was chargeable if the  
Debtor failed in Payment ; but *Magna Charta*  
*Cap. 8.* ordereth, that the Pledge shall not be distrained, if the principal Debtor be sufficient  
to pay : This grew troublefom to the Creditor,  
and therefore it fell in use, that the Pledge  
should be bound as Principal, and so by the  
Common Law he is chargeable notwithstanding the Sufficiency of the Principal ; nevertheless  
it is now usual in Chancery to help this Surety To help  
against whatsoever default of the Principal, if so the Sure-  
be he will offer the principal Debt and Damages ; but in my Opinion he ought to find here  
no other Relief than the principal Debtor should find, because he is not only a Principal by his  
own Bond, but also was the Cause for which the Money was lent, seeing that without him for the  
the Principal had not been credited ; and Experience teacheth, that this favour to Sureties  
breedeth contempt of Bonds *Nihil est autem*  
( saith Cicero ) *quod vehementius Remp. continet*

*net quam fides, quæ nulla esse poterit, si non erit necessaria solutio rerum creditarum, fraudendi vero spe sublata, solvendi necessitas consequitur.*

Payment  
after the  
day upon  
Bonds,  
holpen.

If a Man be bound in a Penalty to pay Money at a day and place, by Obligation, and intending to pay the same, is robbed by the way; or hath intreated by word some further Respite at the Hands of the Obligee, or cometh short of the Place by any Misfortune, and so failing of the Payment, doth nevertheless provide and tender the Money in short time after; in these and many such like Cases the *Chancery* will compel the Obligee to take his Principal with some reasonable Consideration of his Damages (*quantum expediat*) for if this was not, Men would do that by Covenant, which they do now by Bond.

Payment  
of Creditors  
out  
of a Copyhold  
forfeited  
by Mortgage.

A Copyholder in Fee surrendreth to the use of one, and to his Heirs, upon Condition of Redemption, writeth down his Debt, and willeth part of his Copyhold to be sold for Payment of his Debts after his death; one of the Creditors payeth the Money at the day to the Mortgagee, who nevertheless inrolleth the Surrender afterward; this other Creditor complaineth against him, and the Heir in *Chancery*, and had a Decree, that the Copyhold should be sold for the Payment of Debts, and the Remainder of it (if any were) should descend to the Heir. 41 *Eliz.* For although the Devise of the Copyhold be void, yet to take it from the Surrendree (who held it only for Money to be paid) and to pay him and the other Creditors therewith, hath good Warrant in Equity, and the Heir hath no wrong, for that it was gone from him by the Surrender lawfully.

Upon

Upon *nudum pactum* there ought to be no more help in Chancery, than there is at the Common Law, neither against him that hath waged his Law in Debt, though peradventure falsely.

*Nudum pactum*, Wager of Law.

If *A.* sell Land to *B.* for 20*l.* with confidence that it shall be to the use of *A.* yet *A.* shall have no Remedy here, because the Bargain hath a Consideration in it self, *Dyer* 169. per *Harpar*; and such a Consideration in an Indenture of Bargain and Sale seemeth not to be examinable, except Fraud be objected, because it is an Estoppel.

No Relief against his own deed.

A Man made a Gift of his Goods, with intent to defraud his Creditors, and yet continued the Possession of them, and took sanctuary and died there; now his Executors having the Goods, were charged towards the Creditors, 16 E. 4. 2.

Fraud or Covin in Goods.

The Chancery giveth help for perfecting of things well meant, and upon Consideration, as if in a Feoffment of Lands for Money, the word [*Heirs*] is omitted in the Deed, *Audley* Chancellor, 9 H. 8. said that he would supply it.

Supply of true meaning in Feoffments.

If a *Subpæna* be brought against three Executors, and one of them appeareth, he shall not be compelled to answer till the others be driven to appear also, for they are but one, 8 Ed. 4. 5. by the Chancellor.

An Executor shall not answer without his Co-partners.

If my Feoffee die, and the Land descend to his Heir, I have no Remedy against him, 8 E. 4. 6. By all the Justices. And this Confidence extendeth not only to the taking of the Profits, but also that the Feoffees shall do Acts for the good of the Feoffor; and if the Feoffor require him to make an Estate to any other, he ought to do it, but thereof he ought to have

If my Feoffee die, I have no Remedy against his Heir.

The Feoffee shall do Acts for the Feoffors good.

They may grant Offices, but not Annuities. Fees to Council.

Feoffee punishable for making Estate at the Wife's Request during the Coverture.

Forced to sue an Obligation. Giving day to one, it shall help the other.

request in Writing, for he is not to do it upon a bare Message, or upon desire by word only, 37 H. 6. 35, 36. And if the Feoffor will have him make an Estate to J. for Life, the Remainder in Fee to B. though J. will not take the Estate, yet B. shall compel him to make Estate to him in the Life of J. *ibid.* 36. *Finch.* So if the Feoffee be disseised, the Feoffor shall compel him to sue an Assise, 2 E. 4. 7.

Nevertheless these Feoffors might grant necessary Offices, as Stewardships, Bailiwicks, &c. though they may not grant Annuities to Learned Men to defend the Land, 8 H. 7. 12. They may also give Fees to Council, and shall have Allowance thereof, so far as they are from being Maintainers.

A Man was enfeoffed to the use of a Woman sole, who taketh an Husband; they both for Money sell to B. the Land who payeth it to the Wife, and she and her Husband do pray the Feoffee to make Estate to B. afterwards her Husband dieth, now by the Chancellor and all the Justices she shall have aid against the first Feoffee by *Subpena*, to satisfie her for the Land; and if the second Feoffee were consuant, a *Subpena* shall be against him for the Land; for all that the Wife doth during the Coverture (as they said) shall be taken to be done for fear of the Husband, 7 E. 4. 14. *Subpena, Fitzherbert* 6.

If an Obligation be made to B. to the use of C. now B. shall be compelled here to sue upon that Obligation, 2 E. 4. 2.

If two be jointly and severally bound to pay Money, and the Obligee will give longer day (or other favour) to the one, and then will sue the other for the Debt, he which is sued, shall sue in *Chancery*, 2 E. 4. 41.

14 Maii 1664. 16 Car. 2.

*Glover contra Portington.*

The Plaintiff who had a Decree, did by his Decree. Bill of Review complain that he had not enough Bill of Review. decreed, whereas if a Bill of Review lies, it Demur- only lies for him against whom the Decree or rer. Dis- Dismission is. After long Debate Demurrer al- mission. lowed.

16 Car. 2.

*Dr. Salmon contra Hamborough Company.*

A Company being Subpoened, and having Compa- nothing to levy by *Distingas*, and several of ny. *Dis- stringas.* the Members being served, and appearing, plead Particular and demurr, for that they are not liable in their Members Bill. De- private Capacities. Demurrer good, and Bill murrer. dismiss. But the Creditor in that Case shall be Lords House relieved in the Lords House. Decree.

*Gunton contra Gunton. Trin 6 Car. 1.*

The Plaintiff and Defendant being of turbu- Good-be- lent Spirits and troublesome before the Mayor, haviour. he was ordered to bind them to their Good- behaviour.

*Gawle contra Lake Mil. Pasch. 5 Car.*

The Bill was to establish Customs of Tythes, Tythes. which the Defendant denied, and that it was Customs. not proper to determine a Custom or not Custom in a Court of Equity, especially where no Prohibition had been brought, or the Custom tried at Law.

*Vaughan contra Kirle Bar. 16 Car. 2. 1664.*

Tenant  
for Life  
of Lands  
in Tail.  
Decree.

Tenant for Life makes a Feoffment in Fee, and covenants to levy a Fine, and make further Assurance, which the Feoffee demands not in his Life-time, but the Heir alledging the Loss of his Conveyance, had a Decree to hold the Lands, and the Defendant to perfect the Conveyance, notwithstanding the Lands intailed on the Son.

*Martyn & ux' cont' Brocket, Trim. 17 Car.*

To pay  
Money  
after  
Death.  
Payment.  
decreed  
before  
due.

The Defendant was to pay the Plaintiff's Wife 300 l. after his death, but the Defendant selling his Estate, the Plaintiff exhibited his Bill to have the Money stopped in the Purchaser's Hands, and decreed.

*Hanes contra Harrison, 19 Maii 1668.*

Costs.  
Interest.  
Court.

The Court hath Power upon Circumstances to abate and moderate Costs and Interests, and sometimes to discharge them.

*Tall cont' Ryland, 13 Oct. 1670. on Demurrer.*

Bond. Pe-  
nalty.  
Condi-  
tion. De-  
murrer.

Bond of 40 l. Penalty to pay 20 l. and to preserve Amity; the Bond sued as broke by occasion of disparagement of Obligees Goods. Bill brought to be relieved. Demurrer for that it is not to be measured as damages. Demurrer allowed, but not to be a President of 100 l. Penalty, &c.

*Underwood*

*Underwood contra Stacey, Nov. 18 Car. 2 1666.*

An Obligee in a voluntary Bond or Deed  
lost, hath Remedy in Equity.

Deed.  
Bond  
Volunta-  
ry lost.  
Equity.

*Spyer contra Spyer, 7 Car. 1.*

Boundaries set out by Commissioners, de-  
creed, ratified and confirmed to all Intents and  
Purposes.

Bounda-  
ries. Com-  
mission.  
Decree.

*Smith contra Colford. 21 Car.*

A Bill to be relieved here touching matters  
dismissed in the Exchequer, Dimission pleaded  
and allowed.

Exchequer  
Proceed,  
pleaded,  
allowed.

*Savile contra Darcy, Trin. 16 Car. 1.*

Plaintiff releaseth all her Right to the De-  
fendant, who had got Possession of her Estate,  
which was great, under a bad Title, and there-  
fore, and for that the Consideration of the Re-  
lease was nothing near to the value. Plaintiff  
was relieved against the Release.

Release.  
Confide-  
ration.  
Relieved.

Equity consists purely in Action, and is only  
attainable by Process in a Court of Equity.

Equity.  
Consent.

The Remedy of an Agreement ought to be  
reciprocal. Consent of an Heir makes a void  
Devise good.

Heir.  
Privy.  
ne.

An impracticable Agreement ought not to  
be decreed. *Quare*, if Consent of an Heir  
shall prejudice a third person: What a Man  
cannot transfer, he cannot oblige by Articles  
or Covenant.

Cases in Privity are to be carried on in Privity. A Fine and Non-claim bars an Equity.

Feme sole, Letter of Attorney. Promise. Husband. A Letter of Attorney by a Feme sole determines by her Marriage; and a Promise to her by her Husband, is extinguished by his marrying her.

Feme-covert. A Feme-covert, taking Bond for Money in a Friends Name, shall be good, and shall not go to the Husband or his Executor.

*Gilbert contra Hawkes 12 & 17 Feb. 1661.*

Decree. Dimission. Complaint after a Decree obtained, moved to dismiss his Bill, paying Costs, denied; for the Judgment of the Court being given, the Plaintiff ought not to abuse the Court and depart from it, notwithstanding the Rule of Law was insisted on, *quod quilibet potest renunciari furi pro se introducto.*

*Ayre contra Ayre, 10 Nov. 15 Car. 2.*

Widow. Debts. Executor. A Widow paying just Debts of her Husband out of his Estate, shall have Allowance for the same from the Executor.

*Colwell contra William Child Mil. Pasch. 1677.*

Award by Solicitors Assent decreed. Error. Reversal. Costs. A Solicitor's Assent in interlocutory Orders may bind, but cannot bind to a Reference finally to determine; and the Solicitor's Assent without the Parties actual Assent, is good cause of Error to reverse a Decree of an Award made by the Assent of a Solicitor. If the Award be but for part of the matter, or if impossible, or if repugnant, it is Error, no Costs against the Solicitor, because he gave it in Court, and the

the Court knew such Assent would not bind the Party, and was the Folly of the other Party to proceed in that Assent.

*Lambert cont' Baynton & al. 15 Maii 1671.*

Where a Trustee for a Sale of Lands for Payment of Debts pays to the value of the Lands, he thereby becomes a Purchaser for himself.

Trustee.  
Purcha-  
for.

Where the Contract is intire, unequitable Equity will not apportion Relief for part, and where a Security is got from a Man in drink, no Relief.

Contract  
entire.  
Unequi-  
table E-  
quity.  
Man in  
Drink.

*Lee cont' Hale, 31 Jan. 14 Car. 2.*

A devise of a Moiety of the personal Estate to the Wife, and then of divers Legacies, and after of the residue to another, that the Wife shall have a full Moiety, if the other Moiety be sufficient to pay the Debts, and the Debts shall go out of the other Moiety. A Lease shall pass by the name of a personal Estate.

Devise.  
Lease.  
Personal  
Estate.

*Anonymus upon a Demurrer, 1669.*

A Man exhibits a Bill barely to discover a Deed, the Defendant demurrs, for that the Defendant did not make Oath according to the Custom of the Court, that he had not the Deed. In this Case he need not make Oath, but if he had prayed Relief by his Bill otherwise, and Demurrer overruled.

Demur-  
rer. Oath.  
Want of  
a Deed.

*Coldcase contra Hill* 15 Car. 2.

**Cove-  
nant.  
Own Act.** A Man covenants that he is lawfully seised, if it be made appear by Proof, that he undertook only against his own Act, relievable here.

*Crisp cont' Blake*, 26 June 1669.

**Security.  
Bond.  
Judg-  
ment.** Judgment on a Bond on which there is more due than the Penalty, for Principal and Interest, is worse Security than the Bond only.

*Stephens cont' Bayley*, 12 Nov. 18 Car. 2.

**Tenant  
pur auter  
vie.  
Special  
Occu-  
pant.  
Heir.** Tenant *pur auter vie* contracts with the Plaintiff for Sale of Lands for a Sum of Money paid, and dies before the Assurance perfected, and the Defendant being Heir, and special Occupant of Lessee *pur auter vie*, the Plaintiff exhibits his Bill against the Defendant to have the Conveyance perfected; the Defendant demurred thereto, the Demurrer overruled, and the Occupant ordered to answer.

*Randall contra Richards* 28 Jan. 15 Car. 2.

**Examina-  
tion.  
Witness.** A Witness not permitted to mend his Examination after taken before Commissioners.

*Smalpeice contra Anguish*, 25 Maii  
1676. on Demurrer.

**Will. Ex-  
ecutor.  
Insolven-  
cy. De-  
murrer.** The Defendant sets up a Will whereof he was Executor, whereas there was no such Will, and whilst it was contested in the Spiritual Court, the Defendant being insolvent, endeavoured

voured to get in the Debts due to the Estate; for Relief whereof a Bill was brought against the Defendant, who demurred, for that Bill contained no Equity, and that the Suggestion of Insolvency might be made against every Executor, Demurrer overruled, and on Motion ordered that the Debtors should forbear to pay any Money till the matter settled.

*Drake contra Major de Exon, Feb. 17 Car. 2.*

Lessor and Lessee; Lessor covenants to renew, Lessee becomes Bankrupt, Commissioners of Bankrupt assign the Covenant, the Assignees brought their Bill to have the Lessor renew the Lease, but was dismissed. *Quere* whether an Equity of Redemption can be assigned.

Lessor and Lessee covenant to renew Bankrupt. Assignment.

*Barker contra Shellbury, 10 Feb. 1664.*

It is usual after the Apprentice is out of his time, or gone from his Master, to exhibit a Bill against the Master to force him to sue the Bond or Covenants in a certain time, or to deliver them up.

Apprentices. Bond.

*Terribis contra Gresham, 1 Martii 17 Car. 2.*

Depositions of Witnesses taken in a former Cause 38 years before, where the same matters are under Examination, made use of in this Cause, though not between the same Parties.

Depositions. Another Cause. Not the same Parties.

And where a Bill dismissed that was once regularly in Court, the Depositions shall after be made use of.

*Bedding-*

*Beddingfield contra Hyde & Petyt, 15 Car. 2.*

Decree.

Sequestration.

Resolved for a Rule, that all Decrees in *Chancery* as well for a Personal Thing as for a Real, shall be executed by Sequestration; and if for a Personal Thing Sequestration shall reach to the Real Estate, and both these Causes were brought into Parliament and dismissed.

*Sherley contra Sir John Fagg, 1 Junii 1665.*  
on a Plea.

Intailed Estate.

Bill to discover:  
Purchaser's Plea.

The Plaintiff exhibits his Bill to discover an intailed Estate, the Deeds concerning it, and the Boundaries of the Land. The Defendant pleads, that for 6870 *l.* he purchased the Premises, and demands Judgment, whether he shall further discover his Title to weaken the same. Plea good.

*Slingsby contra Hale, 24 Feb. 1668.*

Abatement by Death.  
Decree for Defendant on Plaintiff's Bill.

If one of the Parties Defendants die, and the Suit abated, and after an Account carried on, being an Abatement in point of form, and not in right, no Error for Bill of Review. A Decree for the Defendant on the Plaintiff's Bill, no Cause to alter the Decree, being to prevent Circuity of Action.

Devisee.  
Bill of Review.  
Bill of Revivor.

A Devise cannot maintain a Bill of Review for want of Privity, the like in case of a Bill of Revivor.

*Reynes contra Lewis*, 17 Nov. 15 Car. 2.

*On Demurrer.*

Feme Covert may sue for a separate Maintenance without her Husband.

Feme Covert.  
Baron.

*Locker contra Bewis*, 23 Jan. 16. Car. 2.

A Decree signed and enrolled, yet after that a Bill exhibited to be relieved touching the same, and another Decree was made.

Decree.

*Ram contra Cartwright*, 16 Car. 2.

A Man makes a voluntary Deed, and then Mortgages and dies, the Deed found fraudulent against the Mortgagee, yet he to whom the Deed was made, exhibits his Bill to redeem, tho' the Deed be fraudulent as to the Mortgage *pro tanto*, yet good to carry the Equity of Redemption.

Voluntary Deed.  
Mortgage  
Devise.  
Redemption.

*Saywell contra Freeston*, 16 car. 2.

*On Plea and Demurrer.*

No Bill to be allowed after a Verdict touching any matter happening before: But as the Case of *Peyton* and *Humphryes*, a Bill may be exhibited on matters discovered after the Verdict.

Verdict.  
Bill. Plea  
and Demurrer.

*Verborn contra Brown*, 18 Jan. 1670.

A Will not pleadable till proved.

Will.  
Dun- Plea.

*Duncuban contra Stint, 1668.*

Legacy. Upon Suggestion that the Estate was wasted,  
Security. Security decreed for a Legacy.

*Holford contra Bradshaw, 16 Car. 2.*

Award. A voluntary Submission to a third person,  
Decree. and to abide to his Report, and that to be  
Exception. Conclusive; the Court will not allow of any  
on. Extra- Exceptions to be taken to it, unless it be in  
judicial. some point wherein the Referee had exceeded  
Award. his Authority. *Symb. contra Bolton.* Court  
will examine the Justices of an Award upon  
Submission by Order of Court.

*Dercy contra Dercy, 11 Octob. 1669.*

Bill. Rent A Bill brought to be relieved for a Rent  
Charge. Charge, and suggests that the Defendant kept  
Stock. not any Stock on the Ground, but converted it  
Distress. to Tillage, and had not sufficient Distress, and  
Courts. so prayed a Decree for the Arrears and grow-  
Decree. ing Payments.

The Defendant insisted that the Lands being  
charged only with the Rent, there was no  
Equity to discharge the Defendant's Person.  
The Court declared that the Plaintiff could not  
be relieved, unless some Fraud did appear to  
hinder the distress.

Execu- Executors of a person in Arrear of Rent,  
tors. decreed to pay the same so far as Assets, in re-  
gard the personal Estate of the Testator was  
augmented thereby.

*Franck contra Franck, 1669.*

Agree- An Agreement in writing under Hand, tho'  
ment. not

not sealed by a party [upon conceit he had not, when in truth he had, a Title] to permit another to enjoy Lands, shall for ever bind him.

Decreed.

*Washborn contra Downs*, Decemb. 5. 1671.

*Lord Digby contra Langworth*.

Whether a Recovery of *Cestui que Trust* shall bar, as in Cases of an Estate at Law, *dubitar*; agreed a Fine of *Cestui que Trust* shall bar the Estate, but not the Remainder over to another.

Sum greater. Sum lesser. Equity.

*Dakins & Ux<sup>r</sup> cont<sup>r</sup> Berisford*, Feb. 6. 1670.

A Devise to *A*. in trust to buy Annuity for *B.* and her Assigns who hath Husband *C.* In this Case there being no Negative Words in the Will to exclude the Husband from the Annuity, he is the Assign of *C.* and on a Bill in *Canc.* in *B.*'s Name without the consent of *B.* a Decree shall be for the Payment of the Annuity to *C.* the Husband.

Baron. Feme. Devise. Assignee. Bill.

*Wilson contra Barton & al<sup>i</sup>* 13 Nov. 1671.

Bond is entred into, conditioned to perform an Award, Authority countermanded, the Bond sued at Law, the Obligor exhibits his Bill to be relieved against the Penalty, *Quæ*re whether he shall be relieved against the Penalty, as in case of the Penalty of a Bond to pay Money; but the Master of the Rolls granted an Injunction against the Penalty, and directed a Trial at Law to try the Damnification by the Countermand.

Award. Authority. Countermand. Suit at Law. Injunction. Sir H. Grimston.

*Wilson*

*Wilson contra Smith, 1671.*

Statute.  
Trial at  
Law.  
Decree.

A Tryal at Law directed to see on what condition a Statute was entred into, and as the Tryal found decreed.

*Hurst contra Goddard, 7 Junii, 1670.*

Action.  
Assign-  
ment.  
Release.  
Admini-  
strator.

A thing in Action, may be assigned In Equity on a Consideration, and a Release afterwards of the Assignor, unless it was without Notice, and on Consideration to him to whom the Release was made, will not hurt the Assignee; and this is good from an Administrator that claims the thing that he assigns in his own Right; *secus* of an Administrator that claims nothing but by the Administration.

*Martin cont' Donch, & al' 13 May, 1671.*

Devise.  
Executor.  
Decree.  
Master of  
the Rolls.

A Devise to *T. M.* 40 *l.* to be disposed of to certain uses, which I shall in a private Note appoint him; but gave no such Appointment, but died. By the Master of the Rolls, the 40 *l.* shall go to *T. M.* and not to the Executor of the Testator, and so decreed.

*Lord Mayor and Aldermen of London, contra Byfield, 27 May, 1671.*

City  
Custome.  
*Subpæna*  
out of  
Chancery.  
Trial.

The Court of Chancery useth to assist the City of London to bring in persons that live out of their Jurisdiction, and in such case hath granted a *Subpæna return* before the Mayor, whether any such Custom or no ordered to be tried.

*Vanborow contra Lock*, 17 May, 1671.

Judgments in the Ecclesiastical Court are Judgment subject to the Equity of Chancery, as Judgment in Ecclesiastical Courts. by Law one Executor is not liable to the Devastavit of another, yet in these Ecclesiastical Courts, and their Law, if an Executor prove the Will, they will charge him (tho' he intermeddle not) to pay the Legacy, *Cur. advisatur*.

*Holcomb contra Rivis*

The surviving Factor shall account for what was made or received by himself or Co-Factor. Factor, & Co-factor.

*Hampden contra Brewer*, 19 Nov. 18 Car. 2.

*R. H.* made the Plaintiff and his Widow Joint-Executors under this Condition: If the Widow married, her Executor part to cease. The two Executors exhibit their Bill, and several Orders made, and (*inter al'*) an Order to refer all matters; the Widow then marries; a Bill of Revivor must be brought to revive all Proceedings, and the Order by consent; a Demurrer was had to it for that it sought to revive an Order by consent, whereto the Feme was a party, and being married, her Executorship, and consequently her Consent determined. Demurrer good.

*Morley contra Elwayes*, 1 Junii, 1668.

The Mortgagee sets up a Release of the Mortgagor to bar the Equity of Redemption, a Mortgage. Release. Decree. Appeal. Decree. Appeal.

E

Parlia-

Direction  
how to  
account  
on a  
Mort-  
gage.

Parliament, and in regard the Lands were of far greater value than the Money for what it was mortgaged, the Decree and Release set aside in Parliament, and sent back to the Chancery; and upon that the Defendant decreed to come to an Account, and after finding fault with the Direction to account, appealed to the Lords House, and had the Direction altered, though that Direction was confirmed by Judge *Vaughan* and *Hales*.

*Thomas contra Porter, 8 Feb. 1667.*

Copy-  
hold.  
Waste.  
Forfei-  
ture.  
Release.

Power of  
Lord

Keeper.

Delegati-  
on of it.

Devise.

Rectory.

Rent.

Tyth.

Rectory  
decreed  
to pay it.

Rent

Seck.

Seizen.

Reliefe.

In the Case of wilful Waste this Court will not relieve against the Forfeiture, otherwise the Court will relieve: Lord Keeper cannot delegate his Power to another.

*Thorndick cont' Allington, 26 Jan. 18. Car. 2.*

A Man deviseth 20 *l.* a Year to be paid out of a Rectory, with a Clause of Distress for Non-payment; the Rectory consists of Gleab and Tythes and not subject to Distress: All the Rectory decreed to be liable to the Payment of the Rent, and in this Case it was said in Cases of Rent Seck, where the Grantee had no Seisin, this Court gave Relief.

*Gilbert cont' Hawlkes 17 Feb. 14 Car. 2.*

Decree.  
An Ac-  
count.  
Move to  
dismiss.  
Denied.  
Rule of  
Law.

An Account decreed, after stated, the Plaintiff moves to dismiss his Bill, denied, for that Judgment of the Court being given, the Plaintiff ought not to abuse the Court, and depart from it notwithstanding the Rule, *Quilibet potest renunciari Juri pro se introducto*.

*Crab*

*Crab contra Fentoy, 21 Octob. 1668.*

The Defendant pleaded to the Bill of Review, that the Monies decreed to them was not paid, and Demurrer, for that there was no Error in the Decree before the Plea argued, the Plaintiff obtained an Order for Dispensation of the Rule for Payment of the Money before a Bill of Review to be admitted. The Defendant prayed upon arguing of the Plea, to be admitted to plead again. *Court.* A Man cannot plead twice in *Chancery*, and saw Presidents. But in the principal Case the Plea being avoided by Order and Act of the Court *ex post facto*, the Defendant admitted to plead *de novo*.

A Bill of Review. Plea and Demurrer. Plead twice dispensation of payment.

*Jones contra Lenthall, Mich. 1669.*

An Answer to a former Bill, and set forth in the Defendants Answer to the Plaintiffs Bill, that Answer not suffered to be read.

Answer.

*The Parish of St. Dunstons contra Deanchamp, 6 Feb. 1670.*

A Decree of Commissioners for Charitable Uses confounded by Decree of this Court.

Charitable Uses. Commission. Decree.

*Smith per Attorn<sup>r</sup> General<sup>r</sup> quer. contra Packhurst.*

*Woolrich per Attorn<sup>r</sup> General<sup>r</sup> quer. contra Woolrich.*

A Lunatick admitted to avoid an Act done by himself, because a Lunatick; but in that Case a Lunatick was no Party, for if he had, then he had been admitted to stultifie himself,

Lunatick. Ideot. Admit to stultifie. Demur- which rer.

which is against the Rule in Law in *Beverley's Case* 4 Rep. But in *Woolrich's Case* because a Lunatick was not a Party, a Demurrer, and good, because that Bill was to be relieved against a Marriage-agreement before Lunacy, for the benefit of the Lunatick, and tended not to stultify himself.

*Warner contra Lake, 12 Maii 16 Car. 2.*

*Subpæna  
naturæ  
Scire fac.  
Demur-  
rer.*

Demurrer to a *Subpæna* in the nature of a *Scire facias*, because in the *Subpæna* the Plaintiff is not alledged to be Heir or Executor; *Subpæna* no Record, nor filed any where, and so ought not to be demurred to; and the Cause to be shewed, is upon the Return of the Writ to the Order on which it is grounded, and that mentions the Plaintiff both Heir and Executor.

*Combes contra Proud, 16 Junii 16 Car. 2.*

*Bill of  
Review.  
Demur-  
rer.*

Errors assigned by the Bill, that the Decree was grounded upon matters not proved, and that the matters mentioned in the Decree to be proved, was not proved, Demurrer general declared, that upon a Bill of Review the Causes for Review must arise and appear upon the Case stated in the Decree, and the fact must be admitted as stated in the Decree; and where the Fact is mistaken, it is then proper to have a rehearing before the Decree inrolled, but after Inrolment, that is no ground for a Bill of Review; for the Decree inrolled is matter of Record, and can be tried only by the Record, and after it is inrolled, must be taken to be true; Demurrer overruled.

*St. John*

*St. John contra Holford, 9 Feb. 19 Car. 2.*

He that will have Equity to help where the Mortgage Law cannot, shall do Equity to the same Party Rule in against whom he seeks to be relieved in Equity. Equity.

*Holt contra Holt, 7 Decemb. 1670.*

*A. H.* seised of Houses in London, and of a Devise. Church Lease, gave by his Will 10000 *l.* to his City of Daughters, Orphans, to be paid out of his London. Estate Real and Personal at 21 years of age, or Recognizance. Marriage, and made *A. H.* his Nephew Exe- Bishops cut or, and died, who entred into Recognizance Lease. to the City for payment of the 10000 *l.* By the Restoration of the King the Lease reverted to the Bishop, and the Fire burnt the Houses. *Charia.* The Recognizance shall go no further than to make good the Estate of the Testator, over and above the Losses by the King's Restoration and Fire, and that the Daughters should renew the Lease, and have the benefit of it to compleat the 10000 *l.*

*Fleetwood contra Churchill & al. 5 Car. 2.*

Where the Plaintiffs and Defendants being Co-obli- jointly bound for a third Person, who dies gor. Con- without Assets, the Plaintiff being sued, and tribution. pays the Debt, brings his Bill here for Contri- bution against the Defendants, who were de- creed to bear a proportionable Share.

*Ford cont' Strobbridge, Trin. 9 Car. 1.*

The Plaintiff being bound for the Defendant, Bond. and having no Counter-bond, and the Debt be- Counter- bond. ing

ing recovered of him, brought his Bill here for the Debt and Damages against the Defendant, and decreed him.

*Floyer contra Strachley, Hill. 7 Car. 1.*

Verdict.  
Depositions.  
Bill and Answer.  
Reputed Heir.

A Verdict grounded upon Dispositions where the Record of Bill and Answer is not to be found not good. A Purchaser under a reputed Heir good.

*Dom. Griffith contra Boynton, Pasch. 13 Car. 2.*

*Dom. Gorges cont' Foster, Pasch. 13 Car. 2.*

Deed.  
Copy.  
Counterpart.  
Original Will.  
Copy.

The Plaintiff had only a Copy of a Deed under which he claimes, the Original being lost, and the Defendant having a Counterpart, prayed that the same might be compared together; and if they agreed, that the Copy might be allowed in pleading as a good Deed sealed and delivered; granted.

*Gardner contra Bennet & al. 11 Car. 1.*

Bill.  
Mortgage

A Sleeping Bill to redeem a Mortgage, not prosecuted with effect, dismissed.

*Gird contra Togood & al. Hill. 11 Car. 1.*

Mortgage Against a long forfeited Mortgage, and the Lands afterwards settled in Marriage by the Mortgagee, the Court would not relieve.

*Jackson contra Barrow, Pasch. 2 Car. 1.*

Extent.  
Assignee.  
Tenant.

Assignee of an Extent enforced the Tenant in Possession to attorne Tenant, and discover his Lease, and pay the Arrears of Rent.

*Jones*

*Jones contra Baugh, 13 Car. 1.*

The Plaintiff assigns a Lease voluntarily in Lease.  
Trust for himself, his Wife for a Jointure, and Jointure.  
Children; the Wife dies, and he much in debt, Debt.  
he exhibits his Bill to sell to pay Debts, the Lease, Sale.  
leaving his Children Portions suitable to their  
Mothers Portion: decreed accordingly.

*Perryman contra Gorges, 15 Car. 2.*

The Defendant's Father promised to surren- Father.  
der Copyhold Lands to the Plaintiff for Money Promise,  
borrowed of him, and sent a Note to the Stew- Surrender  
ard, but the Father died before the Plaintiff Heir.  
was admitted, and afterwards the Heir promised  
to do the same, and took a further Sum, but  
afterwards sold. The Plaintiff here relieved, and  
the Heir decreed to surrender.

*Harding contra the Countess of Suffolk, 9 Car. 1.*

A sleeping Lease and no Counterpart sealed, Asleeping  
and not made use of, set aside in Equity. Lease.  
Counter-  
part.

*Woolrich contra Woolrich, 9 Car. 1.*

Where Committees of a Lunatick sue for Lunatick.  
any thing in the Right of the Lunatick, the Demur-  
Committee and Lunatick must both be made rer.  
Parties: If the Lunatick be not a Party, De-  
murrer.

*Lake contra Pregion, Trin. 9 Car. 1.*

The Plaintiff exhibits his Bill to enjoy the Demur-  
Office of Register to the Bishop of Lincoln, which rer.

Stat. 5 &  
6 Ed. 6.  
concern-  
ing Offi-  
ces.

he had bought by Agreement, but the Agreement the Defendant had got, and therefore could not sue at Law for the Recovery of his Office, and prays Relief here. To which the Defendant demurrs, sets forth the Act of 5 and 6 of Ed. 6. against buying of Offices.

*Fuller & al. con' Lance & al. Hill. 4 Car. 1.*

Bankrupt.  
Creditors.  
Agree-  
ment.  
Admit-  
tance  
denied.

A Bankrupt makes an Agreement with his Creditors, and after breaks the same; some of the Creditors take out a Commission, and after seven Months assign the Estate; the other Creditors, who had notice of the Commission, prefer their Bill to have the Agreement performed, or be admitted to an equal dividend: denied Relief.

*Hampton contra Sydenham, 1651.*

Infant.  
Bond.  
Will  
Debts.  
Decree.

An Infant borrows Money, and enters into Bond with others for payment of it, and dies under Age, before the payment thereof, but made his Will, and the Defendant his Executrix, and left sufficient Assets, and willed the Defendant to pay his Debts out of his personal Estate, and particularly those to which he had set his Hand. The Defendant pleads Nonage of the Testator her Husband; but the Court declared, That though the Infant was under Age, yet he had power by Law to make a Will, and having thereby declared his Debts should be paid, the same in Equity ought to be paid: And so was decreed.

Where  
Remedy  
at Com-  
mon Law,  
no help  
here.

A. made a Deed of Feoffment to his own use to B. but gave no Livery of Seisin; A. dieth. C. his Heir bringeth a *Subpœna* against B. but

by *Morton* Master of the Rolls, C. was denied help here, because B. had nothing in the Land; and if he abate, there is Remedy at the Common Law against him, 18 E. 4. 41.

*Parrot & alii* Plaintiffs, *Pawlet* Defendant. Suit for the Poor under 40 s. retained. The Suit being for the Benefit of the Poor of *Drayton*, it is retained, though under 40 s. per Annum, 21 Eliz.

Upon Information the Defendant disobeyed a Writ of *Subpœna* brought to be served against her; and that they who should have served the said Writ, were beaten and wounded, therefore an Attachment was granted against the Defendant, and a *Subpœna* against *Edmond Pirton* returnable immediate, *William Rove* and *Rose* his Wife Plaintiffs, *Agnes West* Widow Defendant, Anno 1 Eliz. fol. 90 & 97. Attachment and *Subpœna*.

*John Jackson* Attorney for the Defendant at the Common Law, is in open Court enjoined, That neither he, nor any other by his means do further proceed in an Action of Trespass commenced against the Plaintiffs, and depending at the Common Law, nor call for Judgment, until further order shall be taken therein by the Lord Keeper of the Great Seal of England, and High Court of Chancery. *John Sedgewick* and *Alice* Plaintiffs, *William Redman* Defendant, Anno 1 Eliz. fol. 212. Attorney at Law enjoined not to proceed, or call for Judgment.

The Defendants Attorney at Law was enjoined to stay his Proceedings at Law against the Plaintiff in an Action of Trespass, and notwithstanding this, the Defendant himself proceeded and got Judgment, and took out a *Levari facias* against the Plaintiff, and an Injunction was granted against the Defendant himself to stay the Execution of the same Writ of *Levari facias*, or if he had executed it, and levied the Damages and Costs, that then he should bring Attorney ordered to stay Proceedings, Defendant proceedeth. Injunction to bring in the Money, &c. bring

bring all the Money thereupon received into the Court of *Chancery* in *Craftino Ascensionis Domini*, to be disposed of as the Court shall think fit; and yet notwithstanding himself should be then present in Court to answer the Contempt. *John Sedgewick* Plaintiff, *William Redman* Defendant, *Anno 2 Eliz. fol. 92.*

A years  
value al-  
lowed up-  
on Sur-  
render of  
Copyhold  
Land.

It is decreed by Assent, That the Defendant being Lord of the Mannor of *Alderswasley*, shall have for a Fine of a Copyholder upon a Surrender, one whole years Value, as the same is reasonably worth, according to the usual Rates of Lands in that Countrey; *Blackwall* and *Alice* Tenants of the Mannor of *Alderswasley*, Plaintiffs, *Low* Defendant, *Anno 18 & 19 Eliz.*

Attach-  
ment for  
breaking  
an Order.

*Nicholas Dyer* made Oath, That the Defendant hath broken an Order made in this Court, therefore an Attachment against him, *Margaret Stephens* Plaintiff, *John Bawden* Defendant, *Anno 21 Eliz.*

Attach-  
ment for  
putting  
in a De-  
murrer  
instead of  
an An-  
swer.

The Defendant in *Hillary* Term made Oath, that he could not answer without sight of Evidences in the Countrey, and having day given him, he hath now put in no Answer, but a Demurrer contrary to the Orders of this Court; therefore an Attachment is awarded against the Defendant. *Farmer & alii* Plaintiffs, *Fox* Defendant, *21 Eliz.*

A Bill a-  
gainst a  
Copy of  
Court-  
Roll indi-  
rectly en-  
tered; the  
Defen-  
dants de-  
mur, but  
ordered  
to answer.

The Plaintiff by his Bill sheweth, that the Copy of the Court-Roll whereby the Defendants pretend Title, was indirectly entred by the Steward's Clerk of the Mannor: The Defendants demurr, for that the Plaintiffs shall not be received by surmise to object against, or impeach the said Court-Rolls; and alledgeth further, the Copy was found by the Homage to be true, Causes seem to this Court very insufficient. It is there-

therefore ordered, if Cause be not shewed before *Wednesday* for maintenance of the Demurrer, then a *Subpena* is awarded against the Defendants to make answer. *Holden and Holden* Plaintiffs, *Clerk and Alice* Defendants, *Anno* 18 & 19 *Eliz.*

Whereas the Plaintiff exhibited his Bill against the Defendant for wilful Perjury, the Defendant hath demurred, which this Court alloweth not of: It is ordered a *Subpena* be awarded to the Defendant to answer. *Thomas Woodcock* Plaintiff, *Giles Woodcock* Defendant, *Anno* 19 *Eliz.*

Bill of Perjury justified in this Court.

A Bill to be relieved upon a Bond after Judgment and Execution, and because no material Matter alledged for maintenance thereof, therefore dismissed. *Adams* Plaintiff, *Doddesworth* Defendant, *Anno* 21 & 22 *Eliz.*

Bill dismissed after Judgment and Execution.

The Bill is dismissed, because that Mr. *Massey's* Name was put to the same, as of Counsel without his Privy. *Gristing* Plaintiff, *Hore* and *Hore* Defendants, *An.* 21 & 22 *Eliz.*

Bill dismissed for Council's Hand counterfeited.

It is informed, that the Plaintiff exhibited his Bill without a Counsellor's Hand, or retaining an Attorney, and the same is for matter formerly decreed; therefore ordered, if Cause be not shewed to the contrary; and if the Bill be to bring the matter in Question that was decreed, then it is to be dismissed. *Bingham* Plaintiff, *Warren* Defendant, *Anno* 22 *Eliz.*

Bill without Council's Hand dismissed.

The said *Coleman* maketh Oath, the said *Porter* did deliver him a Bill in Paper, and did shew him a thing in yellow Wax, and told him it was a *Subpena*, but did not declare to him at whose Suit, therefore the said *Porter* is adjudged to pay to the Defendant 20 s. Costs for want of a Bill. *Porter* Plaintiff, *Coleman* Defendant, *Anno* 22 *Eliz.*

A Billet in Paper shewed, and no Bill in Court. Costs awarded.

The

Clerk fined for mistake, in making *Subpena*.

The Defendant got Costs for want of a Bill, and bespake of *Robert Bayles* a Clerk, a *Subpena* for those Costs, who made her a *Subpena ad Sectam*, whereupon the Plaintiff got Costs; this being moved for discharge of these Costs, so gotten by default of the Clerk, it is ordered, that the Defendant shall be discharged; and the Plaintiff also of the Costs gotten by the Defendant, and neither of them should have Process against the other for the same, but the Defendant might take a *Subpena* against the Clerk that made the erroneous Process for the 40<sup>s</sup>. Costs, which she should have had against the Plaintiff. *Francckbanck* Plaintiff, *Domina Metham* Defendant, *Anno 21 & 22 Eliz.*

Council not to be examined of matter, wherein he hath been Council.

The Plaintiff seeks to have Mr. *Oldsworth* examined touching a matter in variance, wherein he hath been of Council; it is ordered he shall not be compelled by *Subpena*, or otherwise, to be examined upon any matter concerning the same, wherein he the said Mr. *Oldsworth* was of Council, either by the indifferent choice of both Parties, or with either of them, by reason of any Annuity or Fee. *Dennis* Plaintiff, *Codrington* Defendant, *An. 22 Eliz.*

Costs for want of a Bill, the Billet lost.

The Defendant maketh oath, That he was served with a Billet in Paper at the Plaintiff's Suit, which Billet he lost by misfortune; and upon his Appearance no Bill is in Court against him, therefore Costs is awarded. *Brown* alias *Gatris* alias *Bawdy* Plaintiff, *Stoyck* Defendant, *Anno 21 Eliz.*

Defendant enjoined not to proceed in his Action.

The Defendant is enjoined in open Court, upon Pain of 200 *l.* not to proceed any further in an Action upon the Case by him commenced in the *Kings-Bench* against the Plaintiff, nor that he procure the Jury to be sworn in the Issue, but only to record their Appearance until to

tomorrow, at which time further Order shall be taken by the Court. *George Rich* Plaintiff, *Edmond Foard* Defendant, *Anno 1 Eliz. fol. 88.*

*Thomas Hodge* Plaintiff, *William Smith* Defendant. The Defendant demurred by his Council, not appearing in person, therefore a *Subpæna* was awarded against him to make a direct Answer.

Demurrer put in, the Defendant appeared not, &c. Defendant in Bill of Perjury examined upon Interrogatories.

It is ordered, That in a Bill of Perjury put in against the Defendant, he having put in his Answer, should not depart until he be examined upon Interrogatories, according to the general Order and Course in that behalf accustomed; for it was affirmed by the Officers of this Court, he ought to be examined upon Interrogatories. *Phillips* Plaintiff, *Benson* Defendant, *Anno 20 Eliz.*

The said Defendant hath this present Term appeared upon a *Subpæna* at the Plaintiff's Suit, 15 *Pasch.* and no Bill in Court; and for that the Defendant hath lost the *Subpæna*, he cannot demand his Charges for want of the said Bill; it is ordered no Process of Contempt issue out of this Court against the Defendant upon the said *Subpæna*. *Blanch Parry* Plaintiff, *Morgan* Defendant, *Anno 20 Eliz.*

No Costs, because *Subpæna* lost, but Attachment stayed.

The Defendant by his Answer disclaimed of the Clerkship of the Peace in question, and confessed thereby, that he delivered all the Records and Titlings of Sessions, which he had, to *Mr. Trentham, Custos Rotulorum*, in the County of *Stafford*; and yet the Plaintiff had replied to the same to examine the manner of Assault, and other matters touching the death of one *Ashbrook*, and goeth about to examine Witnesses thereupon; it is ordered, that if Cause be not shewed to the contrary, that no Witnesses shall

The Defendant disclaiming, no Witnesses to be examined touching the death of another.

shall be examined touching the manner of Assault or Death of *Ashbrook*, or Circumstances thereof. *Archbald* Plaintiff, *Barrold* Defendant, Anno 20 *Eliz.*

If Defendant bound to pay Money at one place, pleads Payment at another, not good.

The Defendant in a *Scire fac.* upon a Recognizance to pay 100 l. at *Martine* in the County of *Surrey*, pleaded payment at *Bristow*, where the Justice of Assise without special Commission cometh not, to the intent only to delay the Party; therefore it is ordered the Defendant shall by *Friday* next, either be sworn to his said Plea, or else put in such a sufficient issuable Plea as he will stand unto at his peril. *Lovell* Plaintiff, *Hopkins* Defendant, Anno 20 *Eliz.*

Demurrer to a Bill of Revivor ordered to answer.

The Defendant demurred upon a Bill of Revivor exhibited by the Bailiffs against her, for that she was a Woman-covert during the time the first Suit depended, but ordered to answer, for that she was Party to the Suit with the said *Twynnelio* her Husband. *Ruthel & uxor ejus* Plaintiffs, *Dom. Elizabeth Litton*, late Wife to *Edward Twinnelio*, Defendant, Anno 20 *Eliz.*

Dismission because under 40 s. per Annum.

For that it appeared as well by the Plaintiffs Bill, as that *Osney*, one of the Defendants, hath made oath that the Lands in the Bill are not worth 40 s. per Annum, therefore dismissed generally, and not without Costs. *Townly & ux'* Plaintiffs, *Osney & uxor & Parsons* Defendants, Anno 21 & 22 *Eliz.*

The Defendant demurred generally, ordered to answer.

The Defendant demurred generally, without shewing any manner of Cause, and therefore ordered that a *Subpœna* be awarded against him to make a perfect Answer. *Duffield* Plaintiff, *Greaves & alii* Defendants, Anno 21 & 22 *Eliz.*

## The Introduction.

Lxiii

The Defendant was served with a Counterfeit *Subpæna* at the Plaintiff's Suit, but answered not, because he was told the *Subpæna* was counterfeit; thereupon an Attachment issued against him, ordered that as well the Defendant be discharged of the Attachment awarded against him, as the said *Baily*, who, as the Defendant made oath, delivered the Counterfeit Process to him, to shew where, and of whom he had the *Subpæna*. *Baily* Plaintiff, *Hawle* Defendant, *An. 21 Eliz.*

Defendant discharged of Attachment, because *Subpæna* counterfeit.

*Matthew Carew*, one of the Masters of this Court, Plaintiff, *Thomas Burffam* Defendant. The Defendant appearing this Term upon an Attachment of Priviledge at the Plaintiff's Suit, hath put in Bail, and answered to the Declaration of the Plaintiff; therefore the Defendant is licensed to depart till 15 *Pasch.* next, *Anno 21 Eliz.*

Defendant licensed to depart, after answer in Writ of Priviledge.

*Richard Champion* a Commissioner in the Commission of Rebellion, returned a Rescue against *Guy Bonvill*, which being examined, and his Examination referred to two Masters of the Court, was found to have confessed the Rescue, whereupon he was committed to the *Fleet*, and yet afterwards brought his Action upon the Case at the Common Law against the said *Champion*, for his false Return, ordered that a *Subpæna* be awarded against the said *Guy Bonvill*, to shew cause why an Injunction should not be awarded against him for stay of his Action upon the Case; but afterwards, *viz. 21 Eliz.* the Defendant was allowed to go forward in his Action upon the Case at the Common Law, because either of the Parties there may plead his matter. *Joan Bonvill*, Widow, Plaintiff, *Bonvill* and *Mary Billingsbay* Defendants, *Anno 21 Eliz.*

Defendant committed to the *Fleet* for a Rescue, brought Action for a false Return.

The

Demurrer without shewing Cause, ordered to answer. The Defendant put in a Demurrer to the Plaintiffs Bill, without shewing Cause of his Demurrer; it is therefore ordered, that a Sub-pæna be awarded against him to make a better Answer. *Offeley* Plaintiff, *Morgan* Defendant, Anno 21 Eliz.

The matter complained of by the Bill, is for 5 l. debt for Fish, therefore dismissed. *Ford* and *Ford* Plaintiffs, and *Richards* Defendant, Anno 21 Eliz.

5 l. Debt dismissed.

Upon the hearing of the matter for the Manor of *Langhton*, and the Advowson of the Church of *Langhton* in the County of *Bucks*, it appeared that the Defendants, and they from whom they claimed, have been in Possession 100 years with divers discent, therefore the Defendants are dismissed. *Kingston* Plaintiff, *Pigot & alii* Defendants, Anno 21 Eliz.

Dimission against 100 years Possession.

The Duke of *Northumberland* acknowledged a Recognizance of 1000 Marks to the Lord *Cromwell*, and after granted certain Lands to Defendant, afterwards both the Duke and the Lord *Cromwell* were attainted of Treason, whereby the Recognizance came to the Queen, and in her Name was put in Suit by one *Lane*, to whom her Majesty had granted the same Recognizance, who sought to extend the Defendants said Lands alone, whereas there are divers other Lands, to a great value, in other Mens Hands liable to the said Recognizance; therefore it is ordered that no *Liberate* go out upon the said Extent, until the Court order the same. The Queens Majesty Plaintiff, *Colborne* Defendant, Anno 21 Eliz.

Not extend one Man's Lands &c.

A Woman sole takes Consideration for making a Lease for 21 years, and then marries; and she and her Husband made the promised Lease at the 21 years end, the Lessee surrenders and

and takes a new Lease for 21 years more, the Husband dies, the Wife ousts the Lessee, who sues in *Chancery* to have the first Lease continued for the first 21 years, and not remedied here, the Surrender being voluntary, 44 *Eliz.*

*John Cotton* the Plaintiff's Brother devised divers Goods to his two Sons, to be delivered at their full Age, and made the Plaintiff and Defendant Executors; 100 *l.* of the Goods came to the Plaintiff's Hands, 250 *l.* came to the Defendant's Hands: The Plaintiff desireth by his Bill, that in respect of the Trust, and Joint-charge which may survive, that the Plaintiff and Defendant may each be bound to the other to pay the Children their Portions in their Hands at their full Age; and if either Plaintiff or Defendant die before, then the Executor shall pay that which was in the Testator's Hands to the Survivor, which this Court thought in Conscience to be necessary, because the Defendant by answer confesseth the Trust and Receipt of 250 *l.*, therefore a *Subpena* is awarded against the Defendant to shew Cause why it should not be decreed. *Cotton* Plaintiff, *Causton* Defendant, *Anno* 21 & 22 *Eliz.*

The Case is, That the Lord *Wray* and *Sapcote's* Father were made Executors to the use of Children; *Sapcote's* Father having gotten a great part of the Testator's Estate into his Hands, deviseth divers Legacies to Strangers, and maketh the Defendant his Son Executor, and dieth; and the Defendant by answer confesseth his Father had divers Goods of the first Testator in his Hands, but said, that the Defendant had not Goods sufficient more than would satisfy the Legacies given by his Father, therefore ordered, that the Defendant shall first pay to

One Executor sueth the other to put in Sureties to perform the Will.

One Executor gets the Estate and dieth, the other sueth his Executor, and ordered for him.

the Plaintiff the Goods which were the first Testators, and so much of his Estate as came to his Father's Hands. *Wray* Chief Justice, Plaintiff, *Sapcote* Defendant, *An. 21 & 22 Eliz.*

Plaintiff  
in Execu-  
tion at  
the King's  
Suit with-  
out just  
cause, de-  
livered by  
*Supersedeas*

Whereas one *Edward Pyke* hath of long time been, and yet is in Execution upon a Seizure, at the Suit of the late King *Edward 6.* Forasmuch as upon the Examination of the matter before the Lord Keeper of the Great Seal of *England*, in open Court, it manifestly appeareth that there was no just Cause why the said *Pyke* should remain in Execution, as *Gilbert Gerrard* and *Rosewel Esqrs.* the Queen's Majesty's Attorney, and Solicitor General being present, did confess and agree; it is therefore now ordered that a Writ of *Supersedeas* be directed to the Warden of the *Fleet*, in whose Custody the said *Pyke* now is, commanding him by the same forthwith upon Receipt thereof, to deliver out of Prison the Body of the said Plaintiff, provided always before his deliverance he be bound to her Majesty by Recognizance in 100 *l.* not only to make his further appearance to answer her Highness any thing hereafter shall happen to be laid to his Charge concerning the said Execution, but also to stand to, and obey all such Order and Determination as the said Lord Keeper of the Great Seal and this Court shall hereafter make in the matter in variance between him and the said *Graunt. Edward Pyke* Plaintiff, *Robert Graunt* Defendant, *Anno 1 Eliz. fol. 166.*

Decrees  
and Dis-  
missions  
entred at  
large.

*Note,* That Dimissions were entred at large, *Anno 2 Eliz. fol. 55, & 56.* A Decree was entred at large in the Register's Book, which was the first that I find entred at large in that kind, and so after divers others.

*Note,*

Note, An Executor cannot be a Trustee, unless he have a special Gift in the Will, and that may then be in Trust, otherwise the general Trust of an Executor is to pay Debts and Legacies, and of the Surplusage to account to the Ordinary for pious Uses, 44 Eliz. 8 Junii 1602.

The Plaintiff exhibited a frivolous Bill without a Counsellor's Hand, and got an Injunction for stay of any Suit to be commenced in any of her Majesty's Courts, but in this; which *Subpœna* and Injunction being served, seemed to be counterfeit; therefore ordered a *Subpœna* be awarded against the Plaintiffs, as well to shew of whom they had the said Writs, and to answer their Misdemeanours, as also to pay the Defendant Costs for his unjust Vexation. *John ap Edward ap Hugh*, and *David ap Howel ap Jenkin* Plaintiffs, *Ralph Jenkin* Defendant, Anno 21 Eliz.

A motion that whereas the Plaintiffs had exhibited their Bill to be discharged of a Legacy, the Defendant, since his Suit, sued in the Spiritual Court, and therefore day to shew cause why an Injunction should not be granted. *Parr & Uxor* Plaintiffs, *Tipelady & Uxor* Defendants, Anno 21 & 22 Eliz.

*Thomas Jones* made Oath, That a Writ of Injunction was left at the House of the Defendant; and the Plaintiff maketh Oath, the Defendant hath proceeded in a Suit in the *Kings Bench* contrary to an Injunction; therefore an Attachment. *Bodnam* Plaintiff, *Morgan* Defendant, Anno 22 Eliz.

A Motion for an Attachment against the Defendant for Breach of a Decree and Injunction, and ordered by the Lord Chancellor *Bromley*, that for that time he stayed the granting of

Executors how upon Trust.

*Subpœna* against the Plaintiff to shew where he had his counterfeit Writs &c.

Injunction against the Spiritual Court.

Injunction left at the Defendant's House, and disobeyed, an Attachment is ordered.

Lord Chancellor writ Letters to a Nobleman, the &c.

the Attachment, and vouchsafed to write his Letters, requiring him to perform the same, trusting he would have such regard thereunto, as no Attachment shall after be required against him. *Story* Plaintiff, *Dom. Pawlet* Defendant, 21 & 22 *Eliz.*

A Rent reserved and paid, the Heir ordered to pay it.

*John* Lord *Zouch* deceased, late Father to the Plaintiff, did give the Mannor of *Winford-Eagle*, with the Appurtenances, in the County of *Dorset*, intailed to the Father of the Defendant, reserving 40 *l.* a year Rent to him and his Heirs, and after about three years last past granted 25 *l.* parcel of the said Rent to the Plaintiffs for their lives; and the Defendant's Father did attorne, and pay the Rent to the Plaintiffs, until about two or three years before his death, which was about six years since, since which time the Defendant being Issue in Tail and seised, refused to pay the said Rent, but ordered by this Court to pay it, if he shew not good Cause to the contrary. *Zouch & Uxor* Plaintiff, *Siddenham* Defendant, Anno 22 *Eliz.*

Suit for Rent of 10 *s.*

Forasmuch as the said *Thoroughgood* made Oath, That the matter in the Bill is for a Portion of Rent of 10 *s.* by the year, being of small value, it is dismissed. *Knigh-ton* Plaintiff, *Allen* and *Thoroughgood* Defendants, Anno 21 & 22 *Eliz.*

Depositions suppressed, and Witnesses examined again.

Upon hearing of the matter, three Witnesses examined by Commission did in open Court depose, That the Commissioners have set down their Depositions otherwise than they did depose; therefore it is ordered those Depositions shall be void, and the same Witnesses shall be examined again. *John Peacock* Plaintiff, *Edward Collins* Defendant, Anno 2 *Eliz.* fol. 146.

The effect of the Suit is for a Hawk; and certain Evidences depofed to be come to the Defendant's Hand; and becaufe it feemeth to the Court the matter of Evidence was only inserted to give Colour to the Court to hold the Plea, and the matter of the Hawk is no fit matter for this Court, therefore the matter is difmiffed. *Glaſſiers* Plaintiff, *Maſſie* Defendant, Anno 21 & 22 Eliz.

The Plaintiff ſued here to be relieved for a Injunction-Leaſe of one thouſand years of certain Lands, and depending the Suit, the Defendant by *Quo minus* out of the *Exchequer*, being Tenant of other Lands to the Queen, brought an *Ejecti- one firmæ* againſt the under Tenants of the Plaintiff; therefore an Injunction to ſtay the ſaid Suit of *Quo minus*, if Cauſe be not ſhewed. *Jones & alii* Plaintiffs, *Whitney Mil. & alii* Defendants, Anno 21 Eliz.

Upon the hearing of the Cauſe it appeared that the Suit was to be relieved of a Promise made by the Defendant to the Plaintiff, to ſurrender a Leaſe upon Payment of 100 Marks by the Plaintiff unto him, and for that the matter is fit for the Common Law, therefore diſmiſſed. *Grevil* Plaintiff. *Bowker* Defendant, Anno 22 Eliz.

*Chriſtopher Almy, Chriſtopher Frome, James Wood & alii*, Inhabitants de *Magna Aſhley* Plaintiffs, *James Pycroft* Defendant. The matter being for Hay, Corn, and Graſs, upon Oath not worth 40 s. it is by Order diſmiſſed, for that it is ſo ſmall a Value, Anno 21 Eliz.

The Plaintiff exhibited his Bill, thereby ſhewing that there is Queſtion and Controverſie between two Defendants for the Reverſion of the Mannor of *Aldwell*, which he holdeth for years by Leaſe made thereof to him by one &c.

*Anthony Marmyon*, and that he doth not know to which of them the Rent or Reversion is due, and therefore desireth, that upon payment of his Rent into this Court according to the Covenants and Articles of his Lease he may be discharged, and saved harmless from Molestation, Suit and Trouble for the same Rents by the Defendants, or either of them; wherefore it is ordered an Injunction be awarded against the Defendants not to molest the Plaintiff for his said Rent during the said Contention, so as the Plaintiff pay his Rent into this Court. *John Alnete* Plaintiff, *Christopher Bettam* and *Edmond Marmyon* Defendants, Anno 2 Eliz. fol. 141.

Two Executors exhibit two Bills, ordered to answer one, the other dismissed.

The Plaintiff, as sole Executor to *Robert Maunder*, exhibited a Bill against the Defendants for the same matter, for which the Plaintiff and *David Gome*, as Executors to the same *Maunder*, exhibited another Bill, and ordered that both Bills should be referred; and if both for one Cause, the Defendants shall be dismissed from one of the Bills with Costs. *John Maunder* Plaintiff, *John Wright & alii* Defendants, Anno 21 & 22 Eliz.

Witnesses examined by Fraud suppressed.

The Plaintiff exhibited his Bill against the Defendant by Practice of purpose to examine Witnesses, and did examine Witnesses accordingly, whereas the Cause chiefly concerned one *Thomas Staunton* and *Will. Bayes*, and therefore ordered, that the Depositions should be suppressed, and that the said *Staunton* and *Bayes* shall exhibit a Bill into this Court against all such as they think to be Parties to the fraudulent abusing of this Court. *Walford* Plaintiff, *Walford* Defendant, Anno 19 Eliz.

*Griffin Price* made Oath, That whereas the Plaintiff served a *Subpœna* upon him to appear before Commissioners to testify on the Plaintiff's Part, the said Plaintiff did not give or tender him the said *Griffin* any Money for his Charges, and also that he was sick then, and not able to travel; therefore ordered the said *Griffin* be discharged of the Process of Contempt gotten out against him for not being examined. *Mere Plaintiff, Woreham Defendant, Anno 22 Eliz.*

Witness  
not able  
to travel,  
discharg'd  
of Con-  
tempt.

A Man bought Debts due upon Obligations, and gave his own Obligation for the Money to be paid for them; and because he had not (*quid pro quo*) but only things in action, and the Seller would use Action upon them for the Benefit of the Vendee; it was ordered here by the Consent of the Judges thereto called, that the Vendor should bring in the Obligation to be cancelled, 37 H. 6. 14.

To bring  
an Obliga-  
tion to  
be cancel-  
led.

If one Executor will release a Debt without the Consent of his Copartner, whereby the Will cannot be performed, the Releasor and the Releasee shall be ordered therefore in *Chancery*, 4 H. 7. 4. by the Chancellor against the Opinion of *Fineux*.

Executor  
not release  
a Bond  
without  
Copart-  
ners.

*Bloomer* having married the Widow of *Nanfan*, who had forfeited a Recognizance to the Archbishop of *Canterbury* for not paying of her Daughter's Portion, intreated the Archbishop of *Canterbury* to take a new Recognizance, and discharge the former. *Bloomer*, after finding that his Wife's Lands was intailed, used means to have her by Fine or Recovery, to put it into Fee, that so it might be subject to the Recognizance, and hoped to get it from his Wife also. One *Bridges* his Wife's Kinsman withstood this; now dieth the Woman, the Portion un-

Archbi-  
shop's  
Certifi-  
cate a-  
gainst one  
for not  
paying a  
Maids  
Portion.

paid, *Bloomer* is sued for it in *Chancery*, and the Opinion of the Court against him. The Archbishop of *Canterbury* had certified against him, and because his Counsel was not ready that day, the Chancellor declared he must take the Archbishop's Certificate, not as a Testimony, but as a Judicial Proceeding, and therefore ordered *Bloomer* to satisfy the Archbishop, or else he must decree against him, *Hill*.  
1 *Jacobi*.

Costs given in a Demurrer, and the Chancellor prohibited to practise any more.

*Daniel Hill* having put in for his Client a long insufficient Demurrer to a Bill exhibited against his Client, in which supposed Demurrer were many matters of Fact, and other things frivolous and vain. The Lord Chancellor *Egerton* awarded Five Pounds Costs against the Party, and ordered, that neither Bill, Answer, Demurrer, nor any other Plea should from henceforth be received under the Hand of the said *Hill*. 27 April. 1 *Jacobi*.

Deeds how to be proved.

A Release was offered to be deposed, that it had been seen by some at the Bar, it being affirmed, that by casual means it was lost; but the Lord Chancellor said the Oath should be, that he saw it sealed and delivered, and not that he saw it after it was a Deed; for in *Munson* the Justice his Case, a Deed was brought into the *Chancery*, and a *Vidimus* upon it, being but a counterfeit Copy; and after the Fraud discovered, and the true Deed produced, therefore no Allowance to be given of a Deed, without producing the Deed, or proving the Execution thereof; and here appeareth what want we have of Notaries and their Deputies. 16 Novemb. 1 *Jacobi*.

Heir of Purchaser charged, &c.

*Hearle* Plaintiff in *Chancery* against *Boteler's* Mother and Son, whose Husband had bought tailed Lands of *Hearle's* Brother, to which the Plain-

Plaintiff was inheritable, and some of the Money due upon a Bond unpaid, and the Bond lost; and the Opinion of the Lord Chancellor was, to charge the Son and the Mother, in regard of the Land in their Possession, with the Payment thereof, *Hill. 1 Jac.*

The Dean and Chapter of *Bristol* made sundry Leases misreciting the Name of their Corporation, and an intricate Case of sundry such Leases made of one thing to divers Men, wherein the Lord Chancellor said, That it was fit to help such Leases in *Chancery*, being for reasonable time, and upon good Consideration; *contra*, of long Leases without Consideration of Fine or good Rent; and that the Judges might have done well at first to have expounded the Law so, with Averment that they were the same Parties, and so was the old Law till now of late, especially where the mistaking rose on their part who had the keeping of the Evidences, the which the Lessees could not see, but must take a Lease by the Colledge-Clerk. In a Writ where you may have a new, no harm to abate it for a Misnomer; and yet in that Case sometimes in old times an Averment of *Conus per lieutinosme & bon*, where they were sued by others, and not named so by themselves. 23 *Novemb. 11 Jacobi.*

Leases of Corporations wherein their Names are mistaken by themselves.

*Nota*, per *Egerton* Chancellor, where Tenant Waste for Life, the Remainder for Life, though there lie no Action of Waste in *Chancery*, yet he shall be prohibited to do Waste by the Chancellor for Wrong to the Inhabitants, and Hurt to the Common-wealth. *Hill. 1 Jacobi.*

forbidden where not punishable at Law.

*Brent*, an Attorney at Common Law for the Defendant, being present in Court, is enjoined in open Court upon Pain of 200 *l.* not to proceed at Common Law upon an Action of Debt upon

Attorney present in Court, enjoined not to proceed.

upon an Obligation against the Plaintiff. Bishop Plaintiff, *Jessop* and *Wats* Defendants, Anno 21 & 22 Eliz.

Defendant demurs because Remedy at Law, but ordered to answer. Help in Chancery against Executors

The Defendant refuseth to answer the Receipt of Rent, and demurred for that the Plaintiff may have Remedy by Law for the same; therefore ordered a *Subpœna* be awarded to make direct Answer. *Dixe & Cantrell* Plaintiffs, *Lintoft* Defendant, Anno 20 Eliz.

It is reported, 8 E. 4. 6. Year Book, that the Lord Chancellor and Judges were of Opinion, that a *Subpœna* lieth not against the Heir of a Feoffee in Trust; but our time affordeth that help against Executors very commonly, as between *Onslowe* and *Onslowe*, Lord *Norris* and *Lester*, *Cutting* and *Huckford*, &c.

Witnesses examined after Publication.

Upon *Affidavit* made by the Plaintiff, that since Publication granted, he had divers Witnesses, setting down their Names, come to his Knowledge, which formerly he had not Knowledge of, therefore ordered he may examine them before the Examiner, *ad informandum conscientiam Judicis*.

Costs for want of a Bill.

*Matthew Davis* made Oath, That the Defendant was served with a Billet of Paper at the Plaintiff's Suit, and upon his Appearance, no Bill in Court against him, therefore the Plaintiff is adjudged to pay the Defendant 30 s. Costs. *Griffith & alii* Plaintiffs, *Ap John ap Jenkins* Defendants, Anno 22 Eliz.

Costs to Witnesses served to testifie.

The Plaintiffs are adjudged to pay to the Defendants 20 s. Costs coming upon Process of *Subpœna* to testifie on their behalf; and having no Charges tendred unto them, nor any Interrogatories put in for them to be examined upon. *Pearce & uxor ejus* Plaintiffs, *Crawthorn* and *White* Defendants, Anno 19 Eliz.

*Lawrence Hide, Gent.* being called upon by Proceſs by the Plaintiff to teſtifie, informed this Court, that he was ready to depoſe, ſo that he might firſt have his Coſts to him allowed, which this Court thought reaſonable. *Belgrave Plaintiff, Edward Earl of Hertford and William Drury Defendants, Anno 19 Eliz.*

Coſts paid to a Witneſs before he be examined.

*Nota,* The Lord Chancellor *Egerton* in the Caſe of *Pigot*, that if a Power be reſerved to make Leaſes by a Covenant without Tranſmutation of Poſſeſſion, the *Chancery* ſhall not help, becauſe the firſt is void in Law, if upon Tranſmutation of Poſſeſſion, and the Power be not preciſely followed, that doubtful and rather moſt ſtrong againſt help; for then the Eſtate works, and the Power gone; and upon Wills no help, and difference *inter* Will and Teſtament; Teſtament requires Executors, Will of Lands. 11 *Octob. 1 Jacobi.*

No help in *Chancery* touching power to make Leaſes.

Thoſe who are curious to have the Defendants to amend their Answers, ordered firſt by the Lord Chancellor to put in Sureties in Court for proof of the Contents of their Bills, according to the Statute 15 *H. 6.* or *Juramentum calumniae* were better perchanſe. 13 *Novemb. 1 Jacobi.*

Amending of Answers.

The Plaintiff's Suit is to be relieved for a Common, and a *Subpæna* is awarded againſt the Defendant to ſhew cauſe why an Injunction ſhould not be granted to ſtay the Suit at the Common Law. *Chock Plaintiff, Chea and Waſte Defendants, Anno 21 & 22 Eliz.*

Suit for Common.

The matter is diſmiſſed, becauſe the Suit is for 6 *l.* only. *Marber Plaintiff, Kempſter Defendant, Anno 21 & 22 Eliz.*

Bill for 6 *l.* diſmiſſed.

The Bill ſetteth forth, That *Gibone* one of the Defendants, in conſideration of 286 *l.* did bargain and ſell unto the Plaintiff certain Lands in the

Fraud by making a Leaſe after Feoffment, &c.

the Bill mentioned, and made unto him a Deed of Feoffment, and a Letter of Attorney to make Livery and Seisin, and before Livery made a Lease to *Cateline*, who knew of the Bargain, and he leased to *Brown*, who knew also of the Bargain; and this appearing to this Court to be true, an Injunction is granted to the Plaintiff until Cause should be heard and determined. *Ireby* Plaintiff, *Gibone*, *Cateline* and *Brown* Defendants, *Anno 21 & 22 Eliz.*

Attach-  
ment a-  
gainst  
Witnesses  
served to  
testifie.

The Plaintiff made Oath for the serving of a *Subpœna* on *Mary Cavendish*, *John Gilgate*, *William Pipe* and *Edmond Stiles* to appear before Commissioners to be examined on his behalf; therefore an Attachment is awarded against them. *Turner* Plaintiff, *Warren* Defendant, *Anno 21 Eliz.*

*Certiorari*  
to remove  
Suit from  
*Durham*  
into this  
Court.

The Plaintiff setteth forth, That his Father and he are jointly seised for Life of the Lordship of *Barrington* in the County Palatine of *Durham*, and that the Defendant sues his Father for those Lands before the Chancellor of *Durham*, and for that it was informed, that the Plaintiff dwelled in *Ratcliff* in the County of *Middlesex*, and that the Plaintiff's Father is an old diseased Man, and not able to follow his Suit, therefore a *Certiorari* is granted, directed to the Chancellor of *Durham*, to certifie into this Court the whole matter depending before him. *William Hilton* and *Alice* Plaintiffs, *Robert Lawson* and *William Lawson* Defendants, *Anno 8 Eliz. fol. 200.*

Injuncti-  
on to stay  
Judgment  
upon Cer-  
tificate of  
the Justi-  
ces of  
Assise.

The Plaintiff being Son and Heir to his Father, who died intestate, entred into the House whereof his Father died seised in Fee, and possessed himself of certain small parcels of Goods to the value of 5 s. of his Father's Goods, who died intestate; and the Defendant having an  
Obl

Obligation of 400 l. made by the Father unto him for performing the Covenants of an Indenture, sued the Son as Executor to his Father (who died intestate) and upon the Testimony of some Witnesses that the Plaintiff had sold or given away the said small parcels of Goods; a Verdict passed for the Defendant for the whole 400 l. which appeared by Certificate of the Justices of Assise, and thereupon an Injunction was granted to stay Judgment and all other Actions to be commenced by the Defendant against the Plaintiff upon the same Obligation, until the matter be heard, or otherwise determined by the Court. *Edward North* Plaintiff, *George Kelewich* Defendant, *Anno 2 Eliz. fol. 237.*

Chamberlain of *London* for payment of divers Sums of Money for Orphans Portions, and departed out of the City, and dwelt in *Oxfordshire*, leaving no Estate behind him in the City, so as the Process of the City cannot take hold; therefore a *Subpœna* is granted against him upon pain of 100 l. to appear before the Mayor and Aldermen, and to stand to their Order. Mayor and Aldermen of *London* Plaintiffs, *John Dormer* Defendant, *Anno 2 Eliz. fol. 5.* afterwards *fol. 67.* ordered if he do not appear, an Attachment is granted.

*Subpœna*  
to appear  
before the  
Mayor,  
&c. of  
*London* for  
Orphans  
Portions.

The Plaintiff sets forth by his Bill, That whereas there was a Suit depending in the Court between the Defendant and *Christopher Aschugh* his Brother, for certain Lands; it was agreed, and the Plaintiff was bound to the Defendant in 100 l. that the said *Christopher* should become bound by Obligation in the Sum of 100 l. the tenth day of *June* following, and should then also make unto him a Release; and the Defendant was also bound by Obligation

Injunction  
(*si ita*  
*fit*) to stay  
Judgment  
and Execution.

in

in 50 *l.* to pay the said *Christopher* a Sum of Money the 9th of *June* in the Parish Church of *Dale*, and because both the days of performance of the Conditions of the said several Obligations were so near together, therefore it was ordered, that when the Defendant paid his Money, the said *Christopher* should make his Bond and Release, and sheweth, that the 9th day of *June* the Defendant came not himself, but sent his Servant to pay the Money, and *Christopher* was there ready to make the Bond and Release to the Defendant, and offered to deliver the same to the Defendant's Servants, but they refused to accept thereof; and afterward the said *Christopher* offered the same to the Defendant, but he likewise refused to receive the same; and yet puts the Plaintiff's Bond of 100 *l.* in Suit in the *Kings Bench*; hereupon an Injunction is granted, with a Clause (*si ita sit*) to stay all further Prosecution of any Action in any the Queen's Courts at the Common Law, or elsewhere, upon the Bond of 100 *l.* against the Plaintiff; and also the taking of any *Nisi prius*, or Judgment, or Execution upon Judgment, if Judgment be already given upon the same Bond, until the Defendant have made a perfect Answer, and the Court take other Order. *Aschugh* Plaintiff, *Skelton* Defendant, *Anno 2 Eliz. fol. 9. & 12.*

Injunction  
on to stay  
Proceed-  
ings be-  
fore Acti-  
on  
brought.

Guardian  
admitted  
for Defen-  
dant an  
Infant.

Forasmuch as the Defendant is under Age, and by inspection not above the Age of fifteen years, therefore *George Wyat* is by this Court named and appointed Guardian to the Defendant. *Hugh Langley* Plaintiff, and *Philip Mark* Defendant, *Anno 1 Eliz. fol. 73.*

To stay  
Suit in  
the Spirit-  
ual  
Court.

The Suit was to stay Suit in the Spiritual Court for a Legacy of 40 *l.* *Joan Banvill*, Widow, Plaintiff, *Guy Banvill* Defendant.

Orders

## Orders of Court for the Regulating the Practice thereof.

Lunæ vicesimo nono die Octobris, Anno Regni  
Regis Caroli Secundi tricesimo quinto, An-  
noq; Domini 1683.

**VV** Hereas in Easter Term, 1676. an  
Order in Court was made for the  
giving Rules for the further Answers, instead  
of serving Process of Subpœna, and the other  
Ordinary Process which had been served be-  
fore the first Answer; upon Consideration had  
of the first Order, and for that it is prejudi-  
cial to his Majesty in his Duties upon the seal-  
ing of Writs, and to the Clerk of the Court,  
and not importing that Benefit to the Suitor  
that may countervail the same; Exceptions  
to Answers being often very nice, and arising  
very often more out of Vexation than out of  
Necessity, and therefore not to be favoured.  
His Lordship doth therefore discharge the said  
Order, and orders, That all Suits shall pro-  
ceed by the Ordinary Process of the Court as  
formerly. And for a Remedy for those De-  
lays, for which the said Order intended to  
provide, his Lordship held it sufficient, and  
doth order, That in all Cases of over-ruling  
of Pleas and Demurrers, and Reporting of  
Answers to be insufficient, the Process of Sub-  
pœna may be returnable immediate, and the  
Service of the Clerk in Court shall be suffi-  
cient Service, and all further Process to be made  
immediate, until such time as the Party shall  
arrive to such Process as he had formerly a-  
gainst

gainst the Defendant, and then he is to take his Process with ordinary Returns, and to be executed according to the ordinary Course of the Court.

Lunæ 29 die Octobris Anno Regni Regis Caroli Secundi 35. Annoq; Domini 1683.

The Right Honourable the Lord Keeper of the Great Seal of England, taking into his most serious Consideration the Delays and great Expence that do happen to Suitors, by Exceptions taken to Masters Reports made in pursuance of Orders upon hearing, and especially such whereby Accompts are directed to be taken, which his Lordship conceives might be in a great measure prevented, if the Master were informed of the matter of such Exceptions before the signing and allowing of the said Report. His Lordship doth therefore Order, That every Master of this Court, to whom any Accompt is referred, or other matter, upon any Order upon hearing of the Cause, when he hath fully heard both Parties, and prepared his Report, shall, at the Request of either Party, give out a Summons, that both Parties, or some for them, shall again attend him, who shall have Liberty to peruse such his Report, or take a Copy thereof. And that such Person as is dissatisfied therewith, do, within four Days next after such Attendance, bring a Note in Writing of their Exceptions thereto, and take out a Summons to be heard thereon. And then the said Master is to settle and finish his Report, as he shall find just. And it is further Ordered, That when, upon hearing Exceptions it shall appear to the Court, that the Party excepting did not offer his

his Objections before the Master, because he depended upon his Appeal to the Court, and sought Delay; in such Case, though the Exceptions shall be allowed, yet the Party for his neglect, and occasioning Trouble to the Court, and Charge and Delay to his Adversary shall pay such Costs as the Court shall think reasonable. And it is further Ordered, That where, by special Order, the Court shall admit Exceptions to any Report, whereby Money is Reported due; after the time wherein such Exceptions should regularly have been filed, no Proceedings upon such Report shall be stayed, without giving Security, or bringing the Money Reported due into Court, unless the Court shall provide otherwise by particular Order.

Ordo Curiae 12 Maii, 1686.

It is this Day Ordered by the Right Honourable the Lord High Chancellor of England, That no Relieving or Appeal shall for the future be granted, but the Party Appealing shall deposit in the Hands of the Register the Sum of 5*l*. to recompence the other Party in Costs, in Case on such re-hearing he shall not be relieved; And when any re-hearing is granted, such re-hearing shall not any way stop or hinder any Proceedings on the Order or Decree appealed from, without the special Order of this Court; but the Party in Possession of any Order or Decree appealed from, shall be at Liberty to proceed thereon, as if no Appeal or Re-hearing was granted.

G

Ordo

Ordo Curiae 3 Aprilis 1686.

Whereas by an Order of the 12th of February 22 Car. 2. It was Ordered, That every Person that should put in Exceptions to a Master's Report, should, besides the 40s. deposited, upon exhibiting the same, pay 10s. further Costs for every Exception and distinct Branch of an Exception, which should upon the hearing thereof, be over-ruled; which said Order having not of late been observed, and the Right Honourable the Lord High Chancellor of England taking notice of the Trouble, and Loss of time to the Court, and Expence and Delay to the Suitors, occasioned by putting in Exceptions to Masters Reports, many of which do prove frivolous and vexatious, doth for prevention thereof, declare and order, That the said Order of the 12th of February aforesaid, be revived and duly observed. And doth further order, That for the future, where any Plaintiff or Plaintiffs shall take Exceptions to a Defendant's Answer, and shall appeal to the Court for their Judgment thereon, from the Report of any Master, such Plaintiff or Plaintiffs shall pay 10s. for every Exception or distinct Branch of an Exception, which upon their hearing thereof, shall be likewise over-ruled as frivolous, beyond the Costs which by the Course of the Court be or they are to pay.

Ordo Curiae Veneris 29 Aprilis 1687.

Whereas by Experience great Inconveniencies have happened in several Causes by the exhibiting Interrogatories, which are impertinently drawn into great length, whereby the  
 Suitors

Suitors have been put to great and unnecessary Charge; as also leading Interrogatories, whereby Witnesses, by turning the Negative into the Affirmative, are led to swear to the whole Contents of an Interrogatory, and oftentimes thereby ignorantly drawn to forswear themselves, which in all times have been suppressed and deemed great Abuses. Now for prevention thereof for the future, It is this day ordered by the Right Honourable the Lord High Chancellor of England, That from and after the first Day of June next, no Interrogatories shall be exhibited for the Examination of any Witnesses in any Cause depending in this Court, whether in Court, in the Examiners Office, or by Commission in the Countrey, before such Interrogatories shall be either drawn or perused by Counsel (after due Consideration had of the Pleadings) and signed by them. But all Counsel are to take care that no Interrogatories do slightly pass their Hands, contrary to the true intent and meaning thereof, lest they incur the Displeasure of the Court therein; and that all Depositions taken contrary hereto, shall stand suppressed.

*Ordo Cur' 6 Aprilis, 1687.*

Whereas for preventing of Differences that did arise upon Decrees and Orders pronounced in open Court, the Right Honourable the Lord High Chancellor of England, hath from time to time caused all Minutes to be read in open Court, that the Counsel at the Bar, and other Persons concerned, might take notice of what did concern their respective Clients, and speak for the rectifying thereof, or adding thereto, as occasion offered, whilst the matters were fresh in the Memory of the Court; and hath several

times given directions, that none should presume either to petition or move the Court, complaining against any Order agreeing with the Minutes, except the Minutes should, after the reading thereof, be altered, or the Register shall fail of doing his Duty pursuant thereto, without Consent; and yet for want of due regard thereto, several Petitions have been since causelessly preferred; His Lordship doth therefore this day order, That due Observation be given by the Parties concerned, when any Minutes are read in Court, to the end that no further Complaints may be made against the Officer, or the Minutes by him taken in Court, except as aforesaid; and to the end no Person may plead ignorance hereof, his Lordship doth direct, That this Order be fixed up in the Offices of the Six Clerks and Register of this Court, that all due Obedience may be given thereto.

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# AFFIDAVITS IN CHANCERY.

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*On the serving of a Subpœna.*

*Inter R. S. Quer',  
G. J. R. H. & S. B. Def.*

**T**HE Plaintiff maketh Oath that on the, &c. he this Deponent did serve the Defendant G. J. and on, &c. did serve the Defendant R. H. and on, &c. did serve the Defendant S. B. with a Writ of *Subpœna* under Seal of this honourable Court, by delivering unto the said G. J. and S. B. two several Labels thereof, and by shewing them the body of the said Writ under Seal, and by delivering the body of the said Writ unto the said R. H. by which Writ the said Defendants were directed to appear in the said Court the, &c. next, at this Deponent's Suit.

*Jur' 22 Aug. 1673.*

*Another on the serving a Writ.*

**T. A. Gent.** make Oath, That he this Deponent on the, &c. last past, did serve the said Defendant J. R. with a Writ of this honourable Court, by delivering the said Writ under Seal unto the said T. R. by which the said T. R. was directed to appear in Court the first

*Affidavits in Chancery.*

Thursday in the next Term, according to an Order of, &c. made in this Cause.

*On the serving of a Warrant.*

R. S. maketh Oath, That he this Deponent on the, &c. did serve the Defendant with a Warrant under the Hand of D. A. one of the Masters of this Court, bearing date the, &c. by delivering unto him the said Warrant, by which Warrant the said Defendant or his Council, or some for him was appointed to be present before the said Master, by virtue of an Order out of this honourable Court of the fifth of March last past.

*On the serving an Order.*

W. P. maketh Oath, That he this Deponent on the, &c. did serve M. W. the Defendant's Solicitor with an Order made in this Cause the, &c. by shewing the said Order under the hand of the Register of this Court unto the said M. W. and by delivering unto him the true Copy thereof, by which Order the Defendant upon notice to the Solicitor is to attend the right honourable the Lord Keeper of the Great Seal of England, to morrow by Seven of the Clock in the said Order mentioned.

*On the serving Interrogatories.*

C. C. maketh Oath, That he this Deponent on the, &c. did leave with W. M. the Plaintiffs Clerk, a true Copy of certain Interrogatories exhibited in the Examiners Office for the Examination of Witnesses for the Defendant.

*On the serving an Execution upon a Decree.*

T. E. maketh Oath, That upon the, &c. He this Deponent did see N. P. serve the Plaintiff with the Writ of Execution

Execution of a Decree made in this Cause by shewing the said Writ under Seal unto the said Plaintiff, and delivering unto him a Copy thereof, by which Decree and Writ the Plaintiff was to, &c. in the said Decree mentioned.

*On the serving of a Person for Costs, the Costs not being paid to to the Deponent.*

(This Writ must be served on the Person.)

*E. N.* maketh Oath, That on the, &c. he this Deponent did serve the Plaintiff with a Writ of *Subpoena* out of this honourable Court by delivering the said Writ under Seal unto the Plaintiff, by which Writ the Plaintiff was enjoined to pay the Sum of, &c. unto the Defendant. And this Deponent further maketh Oath, That he this Deponent did then demand the said Sum of, &c. of the Plaintiff, for the Defendant's use; but the Plaintiff did not then, nor hath at any time since paid the same to this Deponent, nor to the Defendant, nor to any other to his use to the Defendant's knowledge.

*On the serving an Order.*

*J. S.* maketh Oath, That on the, &c. he did serve *M. J.* who dealeth for the Defendant in this Court, with the Order annexed by shewing the same, and delivering a true Copy thereof unto *J. B.* Servant of the said *M. M.* at his said Master's Seat in the Six Clerks Office.

*Of tendring Money into the Court, and of refusal of Receipt thereof.*

*E. E.* and *J. S.* make Oath, That this present day being the ninth of *July*, One thousand six hundred sixty nine, between the hours of two and four of the Clock in the Afternoon thereof, the said *E. E.* did in the Middle-Temple-hall *London*, in the Plaintiffs behalf, tender to

be paid the Sum of Nine hundred Pounds and seven Shillings unto the Defendant *W. P.* who would not accept thereof, but did then and there refuse to receive the same.

*An Affidavit for appointing such a time for the executing a Commission as the Defendant's Commissioners could not attend.*

The Defendant *R. W.* maketh Oath, That the time appointed by the Plaintiffs Commissioners for executing the Commission taken in this Cause was at such a time as the Defendant's Commissioners could not be present at the executing thereof, so as he hath not examined any of his Witnesses, having several very material Witnesses to examine, the want of whose Testimony will hazard his Cause.

*On giving notice of a Motion.*

*E. N.* maketh Oath, That on the, &c. he did leave notice in writing at the Seat of, &c. in the Six Clerks Office (who, as he is informed and believes, is the Attorney that deals for the Plaintiff in this Cause.) That the Defendants did intend by their Council to move this Court on, &c, or as soon after as their Council could be heard.

*Of endeavouring to serve a Defendant with Process that obscures her self.*

*H. B.* maketh Oath, that he well knoweth the Defendant *J. W.* and hath on the Plaintiffs behalf very much endeavoured to find her to the intent to serve her with Process of *Subpoena* at the Plaintiffs Suit, but hath not been able to find her so to do, or the place where she resideth, although he hath been very diligent therein, and is well acquainted with divers of her Acquaintance and Relations. And this Deponent further maketh Oath,  
That

### *Affidavits in Chancery.*

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That he believeth that the said *J. W.* hath not for the space of four Months last past dwelled at any settled place of abode or habitation, but doth shift from place to place, as this Deponent verily believes, on purpose to obscure herself from the Plaintiff and others who have cause of Suit against her.

### *Of the Truth of a Bill.*

*H. B.* maketh Oath, That he hath pursued the Plaintiffs Bill exhibited against the Defendant's, and was privy to all the matters and passages therein alledged touching the Mortgage of the Capital Messuage and Premises therein mentioned. And further maketh Oath, that the 200 *l.* Bond therein mentioned was entred into by the Defendants *L.* and *H.* unto, and taken in the Name of the said *F. W.* therein named for 100 *l.* part of the Mortgage Money, for which the said Mortgage was made, and that the whole Money payable upon the said Bond doth belong unto the Plaintiff, the Lady *M.* And this Deponent further maketh Oath, That the whole Substance of the Plaintiffs Bill, and the matter contained in his said Bill are true.

*Affidavit by an Attorney at Law according to an Order in Chancery on the behalf of his Client.*

Whereas by an Order made in this Cause the, &c. day of, &c. it was Ordered that leaving a *Subpœna* with the Attorney at Law, who prosecutes the Action upon a Bond in the said Order mentioned on the behalf of the said *J. W.* may be good service of the said *J. W.* *J. S.* maketh Oath, That on the second day of *June* instant, he did deliver unto, and leave with one *R. N.* who is Attorney at Law for the said *J. W.* in the said Action, a Writ of *Subpœna* under the Seal of this honourable Court.

*As*

*An Affidavit of the Service of a Decree.*

*Inter L. N. Quer',  
R. S. Defend.*

*A. B.* maketh Oath, That he having a Writ of Execution of a Decree, and severall subsequent Orders made in this Cause under the Seal of this Court whereby the Defendant is forthwith to pay to the Plaintiff the Sum of, &c. Did upon the tenth day of *Feb.* last, personally serve the said Defendant with the said Writ of Execution, by delivering unto him a Copy thereof, and then shewing unto him the said Writ it self under the Seal of the said Court, he being then at his House in the Parish of, &c. in the County of, &c. And at the same time this Deponent shewed unto the said Defendant a Letter of Attorney under the Complainant's Hand and Seal, empowering this Deponent to ask and receive of him the said Defendant the Sum of, &c. and upon Receipt thereof to give him a discharge for the same: A Copy of which said Letter of Attorney this Deponent then also left with the said Defendant, of whom this Deponent did at the same time demand the said Sum of, &c. but the said Defendant did not then pay the same, or any part thereof to this Deponent, but absolutely refused so to do, nor hath he yet paid the same to this Deponent, or to the Plaintiff, or to any other for his use, to this Deponent's knowledge.

*Fur', &c.*

*Affidavit that one of the Parties is gone to the West-Indies.*

*Inter L. C. & S. Ux' ejus Quer.  
H. N. Vid. Executr. W. N. Def.*

The Complainant *L. C.* maketh Oath, That *W. N.* in this Deponent's Bill, and the Answer of the Defendant  
named,

*Affidavits in Chancery.*

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named, Son of the Complainant S. by a former Husband, took a Voyage beyond the Seas in or about the Month of M. in the year of our Lord 1668, into the *West-Indies*, and is not yet returned, to this Deponent's knowledge.

*Jur', &c.*

*Affidavit to be made before a Master in Chancery, before  
the suing out a Commission of Bankrupt.*

*J. A.* maketh Oath, That *R. B.* of the City of *L.* Merchant, is truly and justly indebted unto this Deponent in the Sum of 100 *l.* and upwards, and that he is become a Bankrupt within the true meaning of one or some of the Statutes made against Bankrupts, as this Deponent believeth.

*Jur', &c.*

“ Note, The Creditors must name seven Commis-  
“ sioners, whereof three must be Esquires; of whom the  
“ Lord Chancellor strikes out two.

“ The Bond to be entred into to the Lord Chancellor  
“ upon suing out the said Commission of Bankrupt.

“ *Noverint universi per præsentes me J. A. de, &c.*  
“ *teneri & firmiter obligari præhonorabili Nathani-*  
“ *eli Wright Militi Domino Custod. magni Siglli Angliæ*  
“ *in ducentis Libris bonæ & legalis monete Angliæ*  
“ *solvend. eidem Domino Custod. aut suo certo Attor-*  
“ *nato, Executoribus, Administratoribus vel Assign. suis*  
“ *ad quam quidem solutionem bene & fideliter faciend.*  
“ *obligo me, Hæredes, Executores & Administratores me-*  
“ *os firmiter per præsentes Sigillo meo sigillar. Dat. &c.*

“ The Condition of this Obligation is such, That if  
“ *R. B.* of the City of *L.* Merchant, being a Bankrupt  
“ within all or any of the Statutes lately made against  
“ Bankrupts, according as the above bound *J. A.* by his  
“ humble Petition exhibited to the above named Lord  
“ Keeper

"Keeper hath alledged, then this Obligation to be  
"void, or else to stand in full force.

*An Affidavit to be annexed to a Bill of Interpleader.*

The Complainant maketh Oath, That he doth not exhibit this Bill by the Consent, Knowledge or Combination of any or either of the Defendants in this Bill mentioned, but only of his own free will, for Relief in this honourable Court.

*For, &c.*

## Petitions in Chancery.

### *A Petition to renew a Commission.*

William Riddle, *Esq; Plt.*

John Emerson, *Gen. and others, Defs.*

To the Honourable the Master of the Rolls, the  
humble Petition of the Defendants  
Sheweth,

**T**HAT the said Defendants obtained an Order to plead answer or demur to the Plaintiffs Bill, and accordingly a Commission was made out and returned as to *Hindmarsh* and *Ogle* (the other Defendants) but your Petitioner having some extraordinary occasions was constrained to go to *Hamburgb* (where he did remain at least five or six Weeks) and so lost the opportunity of returning his plea, answer or demurrer with the other Defendants.

Your Petitioner therefore humbly prays your Honour that he may be at liberty to renew the said Commission returnable *sine die*, but in the mean time all things to stand in *statu quo prius* against him.

And your Petitioner shall ever pray, &c.

*A*

*A Petition to amend a Bill without Payment of Costs.*

Buggin *contra* }  
Milner.

To the Honourable the Master of the Rolls,  
The humble Petition of the Plaintiff,  
Sheweth,

That your Petitioner some time since exhibited his Bill into this Court against the Defendant, and the Defendant appeared thereto, but hath not to this day put in an Answer, for want whereof an Attachment hath issued, and the Defendant is still in Contempt, not having answered to this day.

That your Petitioner is advised, that there is Cause to make some little Amendment in his Bill :

Wherefore, and for that the Defendant is in Contempt, and hath not to this day put in any Answer to your Petitioners Bill, and your Petitioners Amendment being very small,

Your Petitioner humbly prays he may be at liberty to amend his Bill without Costs.

And your Petitioner shall pray, &c.

21 Octob. 1680.

Let it be so.

Har. Grimston.

*A Petition to accept of the Plaintiff's Bill without Costs.*

Warren *contra* }  
Flavell.

To the Honourable the Master of the Rolls,  
The humble Petition of the Plaintiff,  
Sheweth,

That your Petitioner having caused the Defendant to be served with a *Subpoena* to appear to your Petitioners Bill returned on *Friday* last, the Defendant hath since appeared

appeared and entred the Appearance in the Costs Book, and altho' your Petitioners Bill is actually filed and was so as soon as Costs passed, yet the Defendant's Council refuses to accept the same, although he is not at one Penny Costs.

Wherefore your Petitioner humbly prays your Honour to order the Defendant's Council to accept of your Petitioner's Bill.

And your Petitioner shall ever pray, &c.

18 Maii 1682.

Let it be so, there being  
no Costs taxed.

Har. Grimston.

*A Petition to give farther time for Publication.*

Moles Pitt Plaintiff,  
Dame El. Davies and  
Tho. Davies Inf. Def.

To the Honourable the Master of the Rolls,  
The humble Petition of the Plaintiff,  
Sheweth,

That the Matter in difference between your Petitioner and the Defendants being in reference, it was proposed that by consent Publication should pass at *Whitfontide* next, and the Cause be heard the next Term in case the matter could not in the mean time be amicably ended; and for that purpose an Order by consent was drawn up whereby Publication is to pass at *Whitfontide*:

That the matter hath depended under Reference till now very lately, and your Petitioner doth now find that he is not like to make any amicable end, and hath not as yet examined one Witness, and Publication passes to morrow.  
Your Petitioner humbly prays that Publication may be enlarged till the first day of the next Term,  
your

*Petitions in Chancery.*

IX

your Petitioner not desiring to put off the Cause from being heard the next Term.

And your Petitioner shall pray, &c.

21 Maii 1681.

Be it so, whereof forthwith give notice.

*Har. Grimston.*

*A Petition for time to put in the Defendant's Answer.*

Will Winchurst *Quer.* }  
Sam. Hunt *Gent. Def.* }

To the Honourable the Master of the Rolls,

The humble Petition of the Defendant,

Sheweth,

That the Plaintiff exhibited his Bill against your Petitioner in *Michaelmas* Term last, whereto your Petitioner then appeared, and took out a Commission to take his and the other Defendants Answers in the Countrey; By virtue whereof the other Defendant is sworn to his Answer, but your Petitioner could not answer in the Countrey for want of some Writings and Copies of Records which were here in Town. Nevertheless your Petitioner is now come to Town, and will answer here by the end of the Term.

Your Petitioner therefore humbly prays your Honour to grant him time to put in his Answer to the said Bill, until the last day of the Term, and in the mean time that all Process of Contempt may be stayed.

And your Petitioner shall ever pray, &c.

28 Jan. 1681.

Let the Defendant have time to answer till *Thursday* sevensnight, and in the mean time stay Process, whereof give notice forthwith.

*Har. Grimston.*

*APe.*

*A Petition that the Plaintiffs Clerk may deliver the Original Bill to the Defendants Clerk that he may take a Copy of it; and in the mean time all Procefs of Contempt be stayed against the Defendant.*

Aldsworth, *Quer'* }  
Sheppard & al. Def. }

To the Honourable the Master of the Rolls,  
The humble Petition of the Defendant *Sheppard*,  
Sheweth,

That your Petitioner being served with a *Subpæna* to answer the Plaintiffs Bill, to which he hath accordingly appeared, and used his utmost endeavour to obtain the same in order to make a Copy to put in his Answer, but he cannot get the same, for that several other Defendants concerned therein had appeared and employed several Clerks to appear for them, and now the Bill lying in the Hands of *Mr. Hunter* who refuses to deliver the same to your Petitioners Clerk.

Your Petitioner therefore humbly prays your Honour that *Mr. Hunter* may deliver the Record to your Petitioner's Clerk, in order that he may answer the same, and that in the mean time all Procefs of contempt may be stayed.

And your Petitioner shall ever pray, &c.

6 Maii, 1682.

Be it so, whereof forthwith give notice.  
*Har. Grimston.*

*A Petition that the Defendant's Clerk may be ordered to accept the Plaintiff's Bill on payment of the Costs out of Purse.*

Marbury *contra* }  
Pierpoynt. }

To the Honourable the Master of the Rolls,  
The humble Petition of the Plaintiff,  
Sheweth,

That your Petitioner having exhibited his Bill into this Court against the Defendant, and served the Defendant with Process to appear and answer the same, the said Defendant appeared, and your Petitioner's Bill not being filed at the exact day, though in a very few days after, the Defendant's Clerk refuses to accept your Petitioner's Bill, but insists on Costs.

Wherefore your Petitioner humbly prays that the Defendant's Clerk may be ordered to accept your Petitioner's Bill on payment of the Costs out of Purse.

And your Petitioner shall ever pray, &c.

27 Junii, 1682.

Let it be so.

Har. Grimston.

*A Petition for the Lord Chancellors Letter to require a Nobleman to appear and answer the Plaintiff's Bill.*

John Harding Esq; Plaintiff, }  
The Noble Marquess of Winchester, Def. }

To the Right Honourable Edward Earl of Clarendon,  
Lord High Chancellor of England.

The humble Petition of the Plaintiff,

Sheweth,

That your Petitioner having exhibited a Bill in this Honourable Court to be relieved against the Defendant  
H for

for the matters therein contained, cannot by the ordinary Process of this Court compel him to answer the same till your Lordship hath first written to him so to do.

Your Petitioner humbly prays your Lordships Letter directed to the said Defendant to appear in this Court the 24<sup>th</sup> of this Instant *December*, and answer your Petitioners said Bill.

And your Petitioner shall ever pray, &c.

*The Lord Chancellor's Letter.*

My Lord,

It appears by a Petition ( a Copy whereof is herewith sent ) that *John Harding* Esq; hath exhibited a Bill in *Chancery* against your Lordship, and desires your appearance thereunto the 24<sup>th</sup> of this Instant *December*, wherefore I do at his Request by this Letter ( according to the manner used to Persons of your Quality ) desire your Lordship to take knowledge thereof, and to give order to those you imploy in such Cases for your Appearance to the said Bill accordingly.

My Lord,

Your Lordships most affectionate  
humble Servant, C. C.

*Worcester-house,*  
*Dec. 21. 1663.*

To the Right Honourable *John Marquess of W.*

*Decemb. 23. 1663.*

I delivered this to Mr. H. one of my Lord Marquess's Servants.

*A Letter to a Nobleman to cause his Appearance to be entred  
to a Bill exhibited against him.*

My Lord,

After our hearty Commendations to your Lordship ;  
Whereas there is an *English* Bill exhibited into His Majesty's

jeſty's Court of *Exchequer*, againſt your Lordſhip and others, by *L. S.* We have thought fit to give your Lordſhip notice thereof, rather by theſe our Letters, than by awarding his Majeſty's ordinary Proceſs againſt you. Wherefore theſe are to pray your Lordſhip to give order for the entring of your Appearance the 23d. day of *October* next, and of putting in your Answer unto the ſaid Bill, according to the uſual Courſe, with all convenient ſpeed. Of the which nothing doubting but that your Lordſhip will have the Care and Regard which thereto appertaineth : We bid your Lordſhip heartily farewell.

Your Lordſhips very  
Loving Friends,  
*A. B. C. D. E. F.*

*Westminster,*  
*Duodecimo Julii,*  
1687.

*A Letter to a Nobleman to come to a Baron's Chamber to be examined upon Interrogatories.*

May it pleaſe your Lordſhip, after my hearty Commendations ; Whereas there is a Cauſe depending in His Majeſty's Court of *Exchequer* at *Westminster*, between Sir *R. S.* Knight, His Majeſty's Attorney General, for and on the behalf of His Majeſty Plaintiff, and Sir *A. B.* Knight, Defendant, wherein you are deſired to be examined, as on the behalf of His Majeſty upon certain Interrogatories remaining before me at my Chamber in *Serjeants-Inn* in *Fleet-ſtreet*, *London*, whereof I rather thought fit hereby to give your Lordſhip notice, than by awarding His Majeſty's Proceſs on that behalf. So not doubting of your ready Compliance herein, I reſt your Lordſhips very loving Friend,

• *E. A.*

*A Letter to a Nobleman to bear Judgment, &c.*

After our hearty Commendations to your Lordship, Whereas there is a Cause depending by English Bill in his Majesty's Court of Exchequer, between *H. M.* Plaintiff, and your Lordship, and others Defendants; which Cause is appointed to be heard in the Exchequer-Chamber at *Westminster* on Thursday, the second sitting there on Thursdays the next Term. We therefore have thought it fit to give you notice thereof, rather by these our Letters, than by awarding his Majesty's ordinary Process against you. Wherefore these are to pray your Lordship to give Order to your Lordship's Council learned in the Laws, and such others as you shall think fit, to be ready and prepared at the said hearing of the said Cause in your Lordship's behalf, at the time and place before mentioned, then and there to have and receive the Judgment and Decree of the said Court in the Premisses, according to the usual Custom in such Cases, of the which nothing doubting, but that your Lordship will prepare your Counsel accordingly, we take our leave the Tenth day of, &c. 1687.

*Your Lordship's to command.*

*A Petition to the Lord Chancellor for a Writ de Lunatico Inquirendo.*

To the Right Honourable *Anthony* Earl of *Shaftsbury*,  
Lord High Chancellor of *England*,  
The humble Petition of Sir *T. C.* Knight, on the behalf of *M.* and *E. A.* his Grandchildren, Daughters of *T. A.* Esq; by *E.* his Wife, the Petitioner's Daughter deceased,

Sheweth,

That the said *T. A.* for divers Years past hath been, and still is *non compos mentis*, and not able to defend and govern himself, or order his Estate whereby to maintain himself

himself and Family, but hath made Alienation thereof and otherwise wasted and destroyed the same.

The Petitioner therefore prayeth that a Writ *de Lunatico Inquirendo* may be granted to enquire of the Lunacy of the said *T. A.*

And he shall pray, &c.

*A Petition to the Master of the Rolls for an Attachment.*

To the Honourable Sir *H. G.* Master of the Rolls.

The humble Petition of the Plaintiff,

Sheweth,

That whereas the Defendant being in contempt for breach of a Decree made in this Cause, lies in *Lincolns-Inn* Fields, as by the Affidavit annexed appears.

May it please your Honour to award an Attachment against him returnable immediately.

And your Petitioner shall ever pray, &c.

*A Petition for Alimony.*

The humble Petition of *E. A.* Wife of Sir *R. A.* Knight,

Sheweth,

That your Petitioner, being one of the Daughters of Sir *F. H.* Kt. was about eleven Years since married to the said Sir *R. A.* to whom she brought a competent Portion, during which time your Petitioner, through extreme Cruelty of her said Husband, hath suffered very much, and thereby contracted to her self exceeding Weakness, and much Sickness, which her Husband regardless of, hath enforced your Petitioner, for Recovery of her Health, to contract a great Debt of 300 *l.* besides being chargeable and burthenfome to her Friends : And her said Husband, although he hath, &c. *per annum*, doth deny your Petitioner any competent Allowance for her self and Family, whereby your Petitioner, without your Lord-

ship's speedy Relief herein, is likely to be exposed to great Misery.

Your Petitioner most humbly prayeth your Lordship to be pleased to summon the said *R. A.* before you, that your Petitioner may (as in such Cases is usual) receive Relief, and such competent Maintenance as to your Lordship shall seem meet upon the hearing of your Petitioners just Complaint, and may have an Allowance *pro expensis litis* in the mean time.

And she shall ever pray, &c.

*A Petition for a Re-hearing.*

The humble Petition of the Defendants,  
Sheweth,

That the Petitioners find themselves very much aggrieved by a decretal Order made in this Cause the 5th Instant, by the Honourable the Matter of the Rolls, whereby your Petitioner is ordered and decreed to pay unto the Plaintiff the Sum of 400 *l.* by, &c. next, with Interest for the same, from the time of the said Hearing till the Money be paid, which Sum of 400 *l.* having been long since paid, and good proof thereof made, as your Petitioner is advised.

Your Petitioner humbly prayeth that your Lordship will be pleased to vouchsafe a Re-hearing in this Cause before your Lordship, he submitting to pay what Costs the Court shall award in case his Complaint be found causless.

And your Petitioner shall ever pray, &c.

*A Petition for a Letter for a Person of Honour to bear Judgment.*

The humble Petition of the Plaintiff,  
Sheweth,

That the Cause depending in this Court between the  
said

said Parties is set down to be heard the 20th of this November instant.

The Petitioners therefore humbly pray your Honour will be pleased, according to the course in like Cases used to Persons of Honour, to grant your Letters of Summons to the said Countess to attend and hear Judgment in the said Cause.

And your Petitioner shall ever pray, &c.

*A Petition for an Appeal in Chancery.*

F. H. Plaintiff, }  
J. E. of S. and E. S. Def. }

The humble Petition of the Defendants,  
Sheweth,

That your Petitioners find themselves aggrieved by a Decree or decretal Order made in this Cause the 21st of April last past, whereby your Petitioners F. and E. S. are ordered and decreed to pay unto the Plaintiff 100 l. by, &c. and according to the Ordinance for the better regulating and limiting the Court of Chancery, and the, &c. Section thereof, have deposited the Sum of 100 l. in the hands of the senior Register, as by Certificate annexed appeareth, and there being nothing more required by the said Decree to be performed by your Petitioners, as by the Copy of the said decretal Order annexed doth appear.

The Petitioners therefore humbly pray, that according to the said Ordinance your Lordship will be pleased by your Subscription to this Petition, to signifye your allowance of Re-hearing of the said Cause, and to send notice thereof, together with this Petition, to the Courts of King's-Bench, and Common Pleas, and the Exchequer, that such Judges as the said Ordinance directs may be appointed, and being signified to your Lordship, with the said Judges, will

*Petitions in Chancery.*

be pleased to appoint a day for such Re-hearing, according to the said Ordinance.

And your Petitioners shall ever pray, &c.

*An Affidavit to admit a Defendant in forma pauperis.*

The said Defendant maketh Oath, that his Debts being paid, he is not worth 5 £. in the whole World.

*The Petition to be admitted.*

To the Right Honourable the Master of the Rolls.

The humble Petition of the Defendant,  
Sheweth,

That your Petitioner being very poor, as by the Affidavit and Certificate annext appeareth, and being served with Process to appear and answer at the Plaintiffs Suit, is by reason of such his poverty, unable to make his Defence.

In tender Consideration whereof, he humbly prays your Honour to admit him to defend this Suit *in forma pauperis*, and to assign him for his Council Mr. B. and Mr. A. and for his fix Clerk Mr. P.

And your Petitioner shall ever pray, &c.

*A Certificate of his Poverty.*

These are to certify all whom it may concern, that J. H. of, &c. is a very poor Man.

*A Petition to examine a Defendant as a Witness having disclaimed by his Answer.*

C. E. Plaintiff. }  
E. F. and others, Defts. }

To the right Honourable Sir N. W. Lord Keeper of the Great Seal of England.

The Humble Petition of the Defendants,  
Sheweth,

That J. B. whom the Plaintiff hath made Defendant in this Cause, hath by his Answer disclaimed to have any Interest in the Premises in question for your Petitioners in this Cause.

The Petitioners therefore humbly pray, that they may have liberty to examine the said J. B. as a Witness *de bene esse*.

## Petitions.

*A Petition to enlarge the time of Publication.*

Johnson contra, }  
Fitzhugh. }

To the right Honourable the Master of the Rolls.

The Humble Petition of the Plaintiff,  
Sheweth,

That by an Order of the first day of July last, it was ordered, That Publication should pass in this Cause the first day of the then next Term, and the Cause be heard some time the then next Term.

That there being some Overtures in order to an Accommodation, your Petitioner did not set down his Cause

Cause as the said Order directs, neither hath either side examined one Witness.

Wherefore your Petitioner humbly prays, That Publication may be enlarged to the first day of the next Term, and may then pass, and that Your Petitioner may be at liberty to set down his Cause in the mean time.

And your Petitioner shall ever pray, &c.

14 Octob. 1703.

Let it be so, whereof forthwith give Notice.

*J. Trevor.*

*A Petition to serve the Defendants Attorney with a Subpœna,*

*Edwards contra }  
Nelson.*

To the Honourable the Master of the Rolls.

The Humble Petition of the Plaintiff,

Sheweth,

That the said Defendant prosecutes Your Petitioner in *Doctors Commons*, and otherwise, for the same Matters complained of in your Petitioner's Bill in this Honourable Court, against which Proceedings your Petitioner prays Relief, and your Petitioner cannot find the Defendant so as to serve him with a *Subpœna*, as by Affidavit annexed appears.

Wherefore Your Petitioner humbly prays Your Honour, That leaving a *Subpœna* with the said Defendant's Proctor or Attorney, may be deemed good Service.

And your Petitioner shall ever pray, &c.

14 Octob. 1703.

Be it so,

*J. Trevor.*

*A Petition to accept of Exceptions.*

*Rigby contra,* }  
*Rouse.*

To the Honourable the Master of the Rolls.

The humble Petition of the Plaintiff,

Sheweth,

That your Petitioner exhibited his Bill against the Defendant the last *Hillary*-Term, and the Defendant put in his Answer thereunto a little before the end of the said Term, which Answer of the Defendant your Petitioner finds to be insufficient in several material Particulars.

Wherefore your Petitioner hath taken Exceptions thereunto, but not tendring the same to the Defendant's Clerk in time, he refuseth to accept thereof.

Your Petitioner humbly prays, That your Honor will please to order that the Defendant's Clerk in Court do accept your Petitioner's Exceptions aforesaid.

And your Petitioner shall ever pray, &c.

14 *Octobris*,

1703.

Be it so,

*J. Trevor.*

*A Petition to examine another Defendant as a Witness.*

*Farmer contra,* }  
*Walker & alios.*

To the Honourable the Master of the Rolls.

The humble Petition of the Defendant,

Sheweth,

That the Defendant *Jonathan Long* is a material Witness in this Cause for all the other Defendants, and  
the

the said *Jonathan Long* is not any ways interess'd in any the matters in question in this Cause.

Your Petitioners therefore humbly pray, that the said Defendant *Jonathan Long* may be examined as a Witness in this Cause, for your Petitioners, saving to the Plaintiff his just Exceptions at the Hearing.

And your Petitioner shall ever pray, &c.

14 Octob. 1703.

Be it so,

*J. Trevor.*

*A Petition to have a Subpeena retornable immediate.*

*Bernard contra }  
Stocker.*

To the Honourable the Master of the Rolls.

The humble Petition of the Plainriff,  
Sheweth,

That your Petitioner being sued at Law by the said Defendant, your said Petitioner is advised to bring his Bill in this Court against the said Defendant to be relieved against the said Action: And for that the said Defendant liveth in *Ratcliff* near *London*, as by Affidavit annexed doth appear.

Your Petitioner humbly prays your Honour, that he may have a *Subpæna* against the said *Mary Stocker* retornable *immediate*: And that serving her Attorney at Law, may be deemed a good Service of the said *Subpæna*, as upon the said Defendant:

And your Petitioner shall ever pray, &c.

*A Petition to dismiss the Plaintiffs Bill without Costs.*

*Davis contra* }  
*Jackman.* }

To the Honourable the Master of the Rolls.

The humble Petition of the Plaintiff,

Sheweth,

That your Petitioner having, about *Hillary-Term* last, filed his Bill in this Court against the Defendant for the discovery of what Timber Trees he had felled upon your Petitioner's Land, to which the said Defendant never put in any Answer.

That your Petitioner, having since found Evidence sufficient at Law, is advised to dismiss his own Bill.

Your Petitioner therefore humbly prays your Honour, that his your Petitioner's said Bill may be dismissed out of this Court without Costs, the Defendant not having answered, as aforesaid.

And your Petitioner shall ever pray, &c.

14 Octob. 1703.

Be it so,

*J. Trevor.*

*A Petition to add a Defendant:*

*Houghton contra* }  
*Meredith.* }

To the Honourable the Master of the Rolls.

The humble Petition of the Plaintiff,

Sheweth,

That about *Hillary-Term* last, your Petitioner filed his Bill in this Court against the Defendant, to which the Defendant hath put in his Answer.

That

That your Petitioner is since advised by his Counsel to make the Defendants Daughter *Elizabeth Meredith*, a Defendant.

Your Petitioner therefore humbly prays your Honour, that he may be at liberty to amend his said Bill, and add the said *Elizabeth Meredith* as a Defendant.

And your Petitioner shall ever pray, &c.

14 Octobris, 1703.

Be it so,  
J. Trevor.

*A Petition to set down a Cause for hearing.*

Harris contra }  
Boucher.

To the Honourable the Master of the Rolls.

The humble Petition of the Plaintiff,

Sheweth,

That Publication is to pass by Order in this Cause, the first day of the next Term, and your Petitioner is by the same Order to procure the said Cause to be set down to be heard some time within the same Term.

Your Petitioner humbly prays, That this Cause may be put into the Paper of Causes for the last day of causes within the now next Term.

And your Petitioner shall ever pray, &c.

14 Octobris, 1703.

Be it so,  
J. Trevor.

*A Petition to set down Exceptions to be argued.*

Hamilton *contra* }  
Dowse. }

To the right Honourable Sir *Nathan Wright* Knight,  
Lord Keeper of the Great Seal of *England*.

The humble Petition of the Defendant,

Sheweth,

That your Petitioner having put in his Answer to the Plaintiffs Bill, the Plaintiff put in Exceptions thereto, and the same being referred to *Roger Mederith*, Esq; one of the Masters of this Court, he by his Report dated the day of did report your Petitioner's Answer to be insufficient in the several Particulars in his said Report mentioned.

That forasmuch as your Petitioner is advised that his said Answer to the Plaintiffs said Bill, is full and sufficient to a common intent.

Your Petitioner therefore humbly prays your Lordship to appoint a short day for arguing the said Exceptions, and that all Proceedings in the mean time for want of an Answer may be stayed.

And your Petitioner shall ever pray, &c.

13 *Octobris*,

1703.

Be it so, let the Exceptions be argued on Friday next seven Night, whereof forthwith give notice,

*N. W. C. S.*

*A*

*A Petition to set down a Cause on the Equity reserved.*

Wallis *contra* }  
Hollinghead. }

To the right Honourable Sir *Nathan Wright* Knight,  
Lord Keeper of the Great Seal of England.

The humble Petition of the Plaintiff,

Sheweth,

That at the hearing of this Cause before your Lordship, on the            day of            last, your Lordship was pleased to order, &c. (*prout per the Order.*)

That the Issue hath been tried at Law according to the Directions of the said Order, and the Defendant in this Cause who was Plaintiff in the said Action became Nonsuit upon full Evidence.

Your Petitioner humbly prays your Lordship will please to appoint a short day for setting down this Cause on the Equity reserved, and that your Petitioner may have leave to Move for his Costs at Law, and of his Suit at the said Hearing:

And your Petitioner shall ever pray, &c.

13 Octobris, 1703.

Be it so, let the Cause be set down to be heard on Thursday next come seven Night: Whereof forthwith give notice,

N. W. C. S.

*A Petition for his Lordship's Judgment upon a Report.*

Lucas *contra* }  
Herbert. }

To the right Honourable Sir *Nathan Wright* Knight,  
Lord Keeper of the Great Seal of England.

The humble Petition of the Plaintiff,

Sheweth,

That by an Order of the            day of            last, upon

an Attendance before Your Lordship on your Petitioner's behalf, that a Debt owing by your Petitioner to one Mr. *John Warburton*, might be paid out of certain Moneys in the said Order mentioned: Your Lordship was pleased to order that Sir *Robert Legard* Knight, one of the Masters of this Court, should examine how the said Debt became due, and how your Petitioner became concerned therein, and whether there were any other Debts owing by your Petitioner, and that upon the Master's Certificate such further Order should be made as should be just.

That the Master hath made his Report therein.

Wherefore your Petitioner humbly prays your Lordship to appoint some day when your Lordship will please to be attended for your Lordships further Order in the said matter, to the end the said Debt may be paid, and your Petitioner be discharged therefrom.

And your Petitioner shall ever pray, &c.

13 Octobris, 1703.

Let the Parties attend Me on Monday next, at four in the Afternoon.

N. W. C. S.

*A Petition to amend a Bill paying Costs.*

Hudson *contra*, }  
Jacobson & al<sup>s</sup> }

To the right Honourable, &c.

The humble Petition of the Plaintiff,

Sheweth,

That your Petitioner having exhibited his Bill into this Honourable Court against the said *Thomas Jacobson*, and others, the said *Jacobson* only put in his said Answer thereunto, (none other of the Defendants

dants being served) upon perusal of whose Answer your Petitioner is advised to amend his Bill.

Your Petitioner humbly prays that he may be at liberty to amend his Bill, paying 20 s. Costs to the said Thomas Jacobson, or to his Clerk in Court.  
And your Petitioner, &c.

*A Petition to refer a Solicitor's Bill to a Master to be taxed by him.*

To the Honourable the Master of the Rolls.

The humble Petition of *Thomas Mason Esq;*  
Sheweth,

That your Petitioner did imploy one T. C. to Solicite some Causes in this honourable Court, for your Petitioner, and the said T. C. hath delivered your Petitioner a Bill amounting to 53 l. 8 s. 4 d. which your Petitioner is advised is not only unjust and extravagant in many of the Items thereof, but that he hath charged your Petitioner with many things that do not concern your Petitioner.

Your Petitioner therefore humbly prays that a Master of this Court may tax the said Bill, and ascertain what your Petitioner ought to pay thereof.

And your Petitioner, &c.

14 Octobris, 1703.

Be it so, let Sir Robert Legard Tax the Bill.  
*J. Trevor.*

*A Petition to withdraw a Demurrer.*

Hedges contra }  
Stevenson. }

To the Honourable the Master of the Rolls.

The humble Petition of the Defendant,  
Sheweth,

That the Plaintiff having filed his Bill in this Honourable

ble Court against your Petitioner, and your Petitioner having put in his Demurrer thereunto, your Petitioner is since advised to make other defence to the said Bill.

Your Petitioner therefore prays your Honour that he may withdraw his said Demurrer, upon paying unto the Plaintiff or his Clerk 20 s. Costs in respect thereof.

And your Petitioner, &c.

14 Octobris, 1703.

Let it be so,

J. Trevor.

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Orders in Chancery.

*An Order for the Plaintiff to amend his Bill upon payment of Costs; and the Plaintiff to put in a further Answer.*

Lord Keeper.

*Lunæ 7 die Maii, Anno Regni Regis Car: 2. 35.*

*Inter Eliz. Weight & al<sup>o</sup> Quer. Annam Perril*

*Vid. Def.*

**U**Pon Information this day made unto this Court by Mr. Penton, being of the Plaintiffs Council, it was alledged that the Plaintiffs having exhibited their Bill into this Court against the said Defendants to be relieved for the matters therein contained, and forasmuch as the Plaintiffs finding their Bill to be mistaken in some material points therein: It is therefore prayed that the Plaintiffs might be at liberty to amend their Bill as they shall be advised, and that the Defendants put in another Answer thereto, which this Court upon the Plaintiffs paying the Defendants 20 s. Costs for the same doth order accordingly.

*An Order for the Plaintiff to dismiss his Bill upon payment  
of 20s. Costs.*

Lord Keeper.

*Lunæ 12 die Febr. Anno Regni Car. 2. Regis 35.  
Inter Rob. Warden Quer. Mariam Armistead &  
al' Def.*

Upon opening the matter this present day unto this Court by Mr. Rezvy, being of the Plaintiffs Council, It was alledged that the Plaintiff having had dealing with Mr. Armistead deceased, the Defendant Mary's Testator, and she dying considerably indebted to the Plaintiff, the Defendant Mary had proved his Will, and possessed his Estate, and the Plaintiff having brought his Action for the recovery of his Debt, the Defendant Mary pleaded *plene administravit* thereto, so that to discover the said Testator's Estate, the Plaintiff exhibits his Bill, but the Defendants had so intrigued the said Estate, that the Plaintiff could not make discovery thereof. Wherefore, and in regard there had been no farther proceedings than only to Bill and Answer, it was prayed that the Plaintiffs Bill may stand dismissed with 20s. Costs, which is ordered accordingly.

*An Order to discharge a former Order made to a Master  
for taxing of Costs, &c.*

At the Rolls,  
Mr. of the Rolls.

*Jovis 27 die Junii Anno Regni Car. 2. Regis 35.  
Inter Johannem Walden Quer', Mariam Armistead & al' Def.*

Upon opening of the matter this present day unto this Court by Mr. Hutchins, being of the Plaintiffs  
Coun.

Council, it was alledged that the Plaintiff having a considerable Debt owing unto him by *Francis Armistead*, the Defendants late Husband, did exhibit his Bill to discover Assets, but the Defendants have so contrived it together that the Plaintiff is not like to have any benefit thereof, and thereupon did dismiss his Bill with twenty Shillings Costs to be taxed by a Master in regard the Defendants had answered severally, when as they all appeared by one Clerk, and answered by one Defendant, and therefore it was prayed that the Order for taxing of Costs by a Master may be dismissed: whereupon it is ordered that the Order for taxing of Costs be discharged, but the Plaintiff is to pay twenty shillings Costs for dismissing his Bill for every several Answer put thereunto.

*Intr.*

*Geo. Edwards*  
*Deput. Reg.*

*An Order for continuing of an Injunction, upon bringing of Money into Court by a day prefixt, otherwise the Injunction to be dissolved.*

Mr. of the Rolls,  
Sir *Will. Beverham*,  
Sir *Miles Cook*.

*Jovis 12 die Julii Anno Regni Car. 2. Regis 35.*  
*Inter Will. Ward Quer', Joseph Newton Def.*

Whereas by an Order of the 28<sup>th</sup> day of June last, It was ordered that the Injunction in this Cause should stand absolutely dissolved, unless Cause were this day shewn to the contrary. Now upon opening of the matter this present day unto this Court by Mr. *Rawlinson*, being of the Plaintiffs Council, in the presence of Mr. Serjeant *Stringer*, being of the Defendants Council; the Plaintiffs Council now moved, and offered divers Reasons for the continuance of the Injunction in

this Cause ; whereupon, and upon hearing of the Defendant's Council, and what was alledged on either side, It is ordered, that the Plaintiff do by Michaelmas next, bring into this Court the Sum of 67 l. 18 s. and thereupon the Injunction in this Cause is continued till the hearing ; But in default thereof the said Injunction is from thenceforth absolutely dissolved, which in the mean time is hereby continued.

*An Order for the setting down a Cause for bearing at a certain day.*

*Jovis 5 die Julii, Anno Regni Car. 2. Regis 35. Inter Weeks Quer. Goodwin Def.*

Upon Consideration this present day had by the Right Honourable the Lord Keeper of the Great Seal of England, of the Plaintiffs humble Petition, for the Reasons therein contained, his Lordship doth order that this Cause be heard on the 31st instant.

*Per Hen. Devonish  
Deput. Reg.*

*An Order in confirmation of a former Order, for taking out a Commission to examin Witnesses, and that Publication may pass, and the Cause be set down to be heard by the time prefixed.*

Lord Chancellor.

*Jovis 4 die Novembris, Anno Regni Regis Car. 2. 21. Inter Robertum Allonson & al' Quer. Edm. Starkey, Def.*

Whereas by an Order of the 22d day of June last, it was ordered that the Plaintiffs should take out a new Commission, and examin their Witnesses over again, and that the former Commission should stand suppressed ; But if any of the Witnesses formerly examined should die before the execution of the new Commission, the Depositions of such Witnesses were to stand. Now upon opening

ing of the matter this day unto this Court by Mr. *Rawlson*, of Council with the Plaintiffs; It was prayed, that this Cause might be forthwith set down to be heard this Term, the matter in question being only matter of Account; but Mr. *Stedman*, of Council with the Defendant, alledging that the Defendant could not examine one Witness in the Cause, because the Plaintiffs did not take out a Commission according to the said Order, and that the Defendant hath many Witnesses to examine in *Lancashire*, who cannot attend to be examined in Court, and upon hearing what was alledged on either side, it is ordered that the Defendant do take out a Commission for examination of Witnesses according to the said Order, and that Publication do pass the first day of the next Term, and the Cause be heard the same Term.

*An Order for putting off a Cause from bearing, for the space of one whole Term, for that the Defendant is at Sea upon his return from Jamaica, &c.*

*Mercurii 15 die Junii, Anno Regni Car. 2. Regis 33.*

*Inter Will. Urwin Quer', Johannem Ewbanke Def.*

Whereas by an Order of the third of *June* instant, upon motion of the Complainants Council, it was ordered that the leaving of a *Subpæna* to hear Judgment, with the Defendants Clerk in Court, should be deemed a good service for the said Defendant to appear to hear Judgment in this Cause. Now upon motion this day made unto this Court by Mr. *Viney*, being of the Defendants Council, it was alledged that the Defendant being now at Sea, but upon his Return in a Voyage from *Jamaica*, and having several Notes and Receipts which are necessary to be made use of at the hearing, but cannot be produced till such his Return, and for that the said Defendant hath likewise one or more Witness or Witnesses which is or are to be examined *viva voce* at the hearing, who at present being far distant and remote, cannot possibly be procured to attend at such time as this Cause is appointed to

be heard; Whereupon it is ordered that this Cause be put off till the first day of Causes in *Michaelmas* Term next, and thereupon the said Defendant without farther notice is to appear *gratis* at the hearing thereof.

*An Order that an Injunction for stay of Proceedings at Common Law shall stand absolutely dissolved, upon the Defendants putting in a full and present Answer, and thereby hath denied the whole Equity of the Plaintiffs Bill.*

At the Rolls,  
Mr. of the Rolls,  
Sir *Jo. Franklyn*,  
Sir *Jo. Hoskins*,

*Mercurii 11 die Maii, Anno Regni*  
*Car. 2. Regis 33. Inter Rob'*  
*Braudling Ar' Quer', Hen. An-*  
*derson Ar' & al' Def.*

Whereas the Plaintiff obtained an Injunction for stay of the Defendants Proceedings at Law until Answer and other Order to the contrary. Now upon opening of the matter this present day unto this Court by Mr. *Rawlinson*, being of the Defendants Council, it was alledged that the said Defendants have since put in a full and perfect Answer to the Plaintiffs Bill, and thereby denied the whole Equity thereof: It was therefore prayed that the said Injunction may stand absolutely dissolved, which is ordered accordingly, unless the Plaintiff, on notice to his Clerk in Court, shall on the last day of this Term shew unto this Court good cause to the contrary.

*Intr.*

*per Tho. Champion*  
*Dèput. Reg.*

*An Order for dismissing the Plaintiffs Bill, for want of proceeding thereupon, after the Defendant hath put in her Answer.*

Lord Chancellor.

*Luna 11 die Octob. Anno Regni Regis Car. 2. 32.*

*Inter Johan. Taylor & al' Quer', Jonam Mattox Def.*

Upon opening of the matter this present day unto this Court

Court by Mr. *Kerry*, being of the Defendants Council, it was alledged, that the Plaintiff in Hillary Term, 1678. exhibited his Bill into this Court against the said Defendant, whereto the said Defendant the same Term put in his Answer, since which the Plaintiffs have no way proceeded in their Cause, and therefore it was prayed that the said Plaintiffs Bill may stand dismissed out of this Court, with the ordinary Costs of seven Nobles, which this Court held reasonable, and doth order the same accordingly.

*Intr.*

*An Order of Reference to a Master upon Exceptions.*

*Martis 23 die Octob. Anno Regni Car. 2. Regis 35.*

*Inter Isaac Hall & al' Quer', Ellen' Sawrey Def.*

Upon opening of the matter this present day unto this Court by Mr. *Williams*, being of the Plaintiffs Council, It was alledged that the Plaintiffs having filed their Bill in this Court against the said Defendant, the said Defendant accordingly appeared and put in an Answer to the said Bill, whereto the Plaintiffs have taken Exceptions; and the said Defendant hath not amended her Answer by the time allowed her by this Court; It is thereupon ordered that the Plaintiffs Bill, the Defendants Answer, and the Exceptions thereto taken do stand referred to Sir *Robert Legard* Kt. one of the Masters of this Court, who is to examin and certifie whether the Defendants Answer be sufficient or not.

*An Order to confirm a former Order for dissolving an Injunction nisi causa, no Cause being shewn.*

At the Rolls,  
Mr. of the Rolls,  
Sir *Jo. Coell*,  
Sir *Jo. Baldwin*:

*Martis 17 Maii, Anno Regni Regis Car. 2. 33. Inter Mungo Scot Quer', Janam Allison & al' Def.*

Whereas by an Order of the 10th day of *May* instant, it was ordered that the Injunction in this Cause should stand

stand dissolved unless Cause were shewn to the contrary on the last day of this last Term. Now upon opening of the matter this present day unto this Court by Mr. Rawlinson, being of the Defendants Council, it was alledged that due notice was given of the said Order, as by the Affidavit now read appeareth, but no cause hath been shewn to the contrary, as by Certificate from the Register appears; and therefore it was prayed that the said last Order may be made absolute, which this Court held reasonable, and doth order the same accordingly.

*An Order for the Plaintiff to dismiss his Bill, in regard the Defendant did demur to it, and the Demurrer was never argued.*

Mr. of the Rolls,  
Sir John Franklyn,  
Sir Miles Cook.

*Mercurii 27 die Junii, Anno  
Regni Car. 2. Regis 35. In-  
ter Saram Watts Quer,  
Rich. Snazdale & al' Def.*

Upon opening of the matter this present day unto this Court by Mr. Rawlinson, being of the Plaintiffs Council, it was alledged that the Plaintiff having exhibited her Bill into this Court, against the said Defendants, the said Defendants had put in a Demurrer thereto; wherefore, and in regard the said Demurrer hath not been yet argued, it was prayed that the said Plaintiff may be at liberty to dismiss her Bill with twenty Shillings Costs, which this Court held reasonable, and doth order the same accordingly.

*Intr.*  
*Watts c. Snazdel.*

*Geo. Edwards  
Deput. Reg.*

Received of the Plaintiffs Clerk in Court } l. s. d.  
the twenty Shillings above written pursu- } 01 00 00  
ant to this Order,

*per me Ja. Wilkinson.*

*An Order that Publication may pass, and the Cause be heard the next Term.*

Lord Chancellor.

*Martis 13 die Decemb. Anno Regni Car. 2. Regis 33.*

*Inter Willielm' Marthal Quer', Gualterum Rose, & Samuel' Quiney Def.*

Upon opening of the matter this present day by Mr. *Vaughan*, being of the Plaintiffs Council, it was alledged that in Hillary Term, 1679. the Plaintiffs Bill was filed in this Court, whereto the Defendants appeared, and sat in contempt for not answering, and the Plaintiff long since served the Defendants to rejoyne, and hath examined all his Witneses; Wherefore it was prayed that Publication may forthwith pass, and that the Cause may be heard the next Term, whereupon it is ordered, that Publication do pass in this Cause on the first day of the next Term, and that the Plaintiff be at liberty to procure this Cause to be heard some time in the same Term.

*Intr.*

*Dd. a Copy 9 Jan. in Mr. Snow's Seat in the Presence of the Clerk.*

*An Order for putting off a Cause upon a Bill of Reviver from being heard at the time prefixt, for that the Defendants Solicitor, who hath the Writings in his Custody, is far remote in the Countrey.*

Lord Chancellor.

*Mercurii 4 die Maii, Anno Regni Regis Car. 2. 33.*

*Inter Henricum Richardson Quer', Elian' Clennel & al' Def.*

Upon opening of the matter this present day unto this Court by Mr. Serjeant *Stringer*, being of the Defendants Council in the presence of Mr. *Rawlinson*, being of the Plaintiffs Council, the Defendants Council alledged, that the

the Plaintiffs do very violently drive on this Cause, the Defendants having put in their Answer to the Bill of Reviver, but in *Hillary* Term last, and the Defendants are served to hear Judgment, on the seventh instant, by which time the Defendants Solicitor, who hath all the Deeds and Writings in this Cause, cannot be in Town, he living in the County of *Northumberland*, and if the Cause should go on as it is now set down, the Defendants would be much surpris'd, not being able to make their defence by that time, and therefore it was prayed, that this Cause may be put off from being heard till the next Term; but the Plaintiffs Council alledged that the Plaintiff hath been much delayed, the Cause being ready for a hearing in the Life time of the Defendants Ancestor and Testator, who had fully examined all his Witnesses in the original Cause, and there is no new matter in the Plaintiffs Bill of Reviver, but the Defendants being in possession, do endeavour to avoid their being brought to a hearing, and the Defendants having been so long since served to hear Judgment: It was prayed that the Cause may go on as it is now set down; whereupon, and upon hearing what was alledged by Council on either side, it is ordered, that this Cause be put off from being heard on the 7th of this instant to the 13th instant, and that the same do then come on to be heard.

*An Order that leaving of a Subpoena with the Defendants Attorney at Law (notwithstanding the Defendant is beyond Sea, and prosecutes the Plaintiff at Law by his Attorney, for the same matters for which the Plaintiff seeks Relief by his Bill) shall be a good service for the Defendant to appear and answer.*

At the Rolls,  
Mr. of the Rolls.

*Veneris 11 die Maii, Anno Regni Car. 2. Regis 35. Inter Josephum Crispe Quer. Philippum Reverfi Def.*

Upon opening of the matter this present day unto this

this Court by Mr. Collins, being of the Plaintiffs Council it was alledged that the Plaintiff having exhibited his Bill into this Court against the said Defendant, the said Defendant doth prosecute the Plaintiff at Law by his Attorney, for the same matters for which the Plaintiff by his Bill seeks Relief, although the said Defendant be beyond Sea, and cannot be served with Process to appear to answer the Plaintiffs Bill, as by Affidavit now read appeared; It was therefore prayed that the leaving of a *Sub-pœna* with the said Defendants Attorney at Law, may be a good service for the said Defendant to appear and answer the Plaintiffs Bill, which this Court held reasonable, and doth order the same accordingly.

Intr.

Geo. Edwards,  
Deput. Reg.

*An Order by consent, that Publication pass, the Cause be heard at such a time, and the Defendant appear gratis to hear Judgment on ten days notice.*

*Mercurii 20 die Aprilis, Anno Regni Car. 2. Regis  
33. Inter Mosem Pitt Quer. Dom. Ellz. Davies Vid.  
& Tho. Davies Ar<sup>r</sup> Inf. per Guard. Def.*

It is this present day ordered by the consent of the said Parties, Plaintiff and Defendant, their Council in Court and Solicitor, that Publication do pass in this Cause the first day of *Trinity* Term next, and that this Cause be heard some time in the same Term, and that the said Defendants do appear *gratis* to hear Judgment on ten days notice to their Clerk in Court.

An

*An Order that the Defendant shall rejoyne and joyn in Commission with the Plaintiff; or otherwise the Plaintiff may take out a Commission ex parte.*

Lord Keeper.

*Sabbati 17 die Februar' Anno Regni Car. 2. Regis 35.  
Inter Annam Sharp Quer. Johannem Sharpe & al'  
Def.*

Upon opening of the matter this present day unto this Court by Mr. Kerry, being of the Plaintiffs Council, it was alledged that the Plaintiff exhibited her Bill into this Court in *Trinity Term*, 1681. but the Defendants by sitting in contempt, and after having put in a frivolous Plea, have very much delayed the Plaintiff in her Cause, and the Plaintiff having many aged and infirm Witnesses to examin, and the Plaintiff having replied to the Defendants Answer, and the Cause being at Issue, and this Vacation being a proper time for examining of Witnesses, it was prayed that the Defendants may forthwith rejoyne and joyn in Commission, or the Plaintiff may have a Commission *ex parte*; whereupon it is ordered, that the said Defendants do in four days after notice thereof to their Clerk in Court, rejoyne and joyn in Commission, and strike Commissioners Names, or in default thereof, the Plaintiff is at liberty to take out a Commission for examination of her Witnesses *ex parte*.

*Intr.*

*An Order that the Defendant shall have further time to put in his Answer to the Plaintiffs Bill, which hath a long account annexed thereunto touching several matters transacted beyond the Seas.*

Mr. Justice Wyndam,  
Sir John Coel,  
Sir Tym. Baldwin.

*Sabbati 5 die Novembris,  
Anno Regni Regis Car. 2.  
33. Inter Will. Fearn  
Quer. Johan. Parker Def.*

Upon opening of the matter this day unto this Court  
by

By Mr. *Whitlock*, of the Defendants Council, it was al-  
 edged that the Plaintiff hath exhibited his Bill this Term  
 with a long account annexed thereto touching several  
 matters transacted beyond the Seas, and the Defendant  
 cannot give a full and perfect Answer thereto, nor instruct  
 his Council to draw the same without looking into divers  
 Letters and Accounts sent to and from the Plaintiff and  
 others touching the said matters, which will require some  
 time for the doing thereof: It was therefore prayed that  
 the said Defendant may have time to put in his Answer to  
 the said Bill till the end of this Term, which is ordered  
 accordingly.

*An Order upon Petition that a Subpœna left with the De-  
 fendants Clerk to rejoyn and joyn in Commission, is a  
 good service.*

*Martis 13 die Novemb. Anno Regni Regis Car. 2. 35.  
 Inter Philadelphiam Bradford Quer. Lionel' Cop-  
 ley Def.*

Upon consideration this present day had by the Honou-  
 rable the Master of the Rolls, of the Plaintiffs humble  
 Petition for the Reasons therein contained, it is ordered  
 that the leaving of a *Subpœna* to rejoyn and joyn in Com-  
 mission with the Defendants Clerk in Court be deemed a  
 good Service of the said Defendant to rejoyn and joyn in  
 Commission with the Plaintiff.

*An Order that an Injunction to stay Proceedings at Law  
 shall stand dissolved, unless good Cause shall be shewn  
 at the first Seal after Term.*

At the Rolls,  
 Mr. of the Rolls.

*Martis 13 die Februar. Anno Regni Regis Car. 2. 35.  
 Inter Robertum Wilkinson Quer. Aliciam Hedley  
 Vid. Def.*

Whereas the Plaintiff obtained an Injunction for stay of  
 the

the Defendants Proceedings at Law until Answer and other Order: Now upon opening of the matter this day unto this Court by Sir *Tho. Stringer*, being of the Defendants Council, it was alledged that the Defendant hath since put in her Answer to the said Plaintiffs Bill, and thereby denied the whole Equity thereof; It was therefore prayed that the said Injunction may stand dissolved which is ordered accordingly, unless the Plaintiff his Clerk in Court, having notice hereof, shall at the first general Seal after this Term shew unto this Court good cause to the contrary.

*per Carew Guidott,*  
*Deput. Reg.*

*An Order that the Plaintiff shall have a Weeks time to file his Bill, without prejudice, in regard he hath several Papers to peruse, and that Process is served upon the Defendant to appear and answer.*

Lord Chancellor.

*Martis 30 die Maii, Anno Regni Car. 2. Regis 34*  
*Inter Johannem Page Quer. Benjamin' Bonwick &*  
*al' Def.*

Upon opening of the matter this present day unto this Court by Mr. *Holford*, being of the Plaintiffs Council, it was alledged that the Plaintiff having served the Defendants with Process to appear and answer his Bill returnable the latter end of this Term, but the Plaintiff hath several Papers to peruse, so that he cannot file his Bill in time, it was therefore prayed that the Plaintiff may have a Weeks time to file his Bill without prejudice, which is ordered accordingly.

*Intr.*

*An Order that the Defendants shall have farther time to answer, and that all Proceſs of Contempt be ſtayed in the mean time, in regard they muſt ſet forth a long and intricate Account.*

At the Rolls,  
Mr. of the Rolls.

*Lune 6 die Novemb. Anno Regni Car. 2. Regis 34.*

*Inter Joan. Bartin & al<sup>s</sup> Quer<sup>s</sup>, Suſan<sup>s</sup> Bulkley & al<sup>s</sup> Def.*

Upon opening of the matter this preſent day unto this Court by Mr. *Bramſton* being of the Defendants Council, it was alledged that the Defendants having lately appeared to the Plaintiffs Bill, did find that the Plaintiffs do by their Bill endeavour to call the Defendants to account for a conſiderable Eſtate left by their Teſtator, which accounts being of an Executorſhip are very long and intricate, and will require a conſiderable time to make up the account, ſo as to give the Plaintiff a perfect Answer: Wherefore, and for that the Defendants time for answering is not yet out, and for that there are no Suits at Law, it was prayed that the Defendants may have time to answer the Plaintiffs Bill till *Chriſtmas* next; whereupon it is ordered, that the Defendants ſhall have time to answer till the laſt Saturday in this Term, and in the mean time all Proceſs of Contempt for not answering are ſtayed.

*An Order to insert a Perſons name (hitherto omitted) as a Defendant in the Bill.*

At the Rolls,  
Mr. of the Rolls.

*Veneris 25 die Junii Anno Regni Car. 2 Regis 32.*

*Inter Ed. Goſling & al<sup>s</sup> Quer<sup>s</sup>, Joan Ingram & al<sup>s</sup> Def.*

Upon opening of the matter this preſent day unto this Court by Mr. *Kerry*, being of the Plaintiffs Council, it

K

was

was alledged that the Plaintiffs having exhibited their Bill into this Court against the said Defendants, have lately discovered that *Samuel Perk* Clerk, is a material person to be made a Defendant in this Cause; It was therefore prayed that the Plaintiffs may be at liberty to insert the said *Samuel Perk* into the Bill, and to make him a Defendant with apt words to charge him, which this Court held reasonable, and doth order the same accordingly.

*Intr.*

*An Order for the adjourning the bearing of a Cause till after the Term notwithstanding a former Order for Publication and bearing within Term, in regard of a Treaty of Accomodation between the Parties.*

At the Rolls,  
Mr. of the Rolls.

*Mercurii 15 die Novemb. Anno Regni Car. 2. Regis*  
34. *Inter Paulum Weeks Quer<sup>r</sup>, Will. Pedly &*  
*al<sup>i</sup> Def.*

Upon opening of the matter this present day unto this Court by Mr. *Hutchins*, being of the Plaintiffs Council, it was alledged that the Plaintiff by Order made last Term, was to bring his Cause to a hearing this Term, and Publication was to pass the first day of this Term, and in the mean time the Injunction was continued; but there having been a Treaty between the said parties, and the Plaintiff, being in hopes to accommodate the matter in an amicable way, hath not examined any Witnesses, nor have the Defendants examined one Witness, and the Plaintiff hath set down the Cause for the last day of Causes; It was therefore prayed that Publication may be enlarged till the last day of the Term, and that the Cause may be adjourned to be heard some day of Causes after the Term, and the Injunction be in the mean time continued,

nued, which this Court held reasonable, and doth order the same accordingly.

*Intr.*

*per T. Campion,  
Deput. Reg.*

*An Order of Reference to a Master, of a Bill, Answer and Exceptions.*

Lord Chancellor,

*Veneris 11 die Junii Anno Regni Car. 2. Regis 32. Inter Joh. Athy Quer. Richard. Athy Def.*

Upon opening of the matter this present day unto this Court by Mr. Rawlinson, being of the Plaintiffs Council, it was alledged that the Defendant hath put in a very insufficient Answer to the Plaintiffs Bill, whereto the Plaintiff hath taken Exceptions: It is ordered that the Plaintiffs Bill, the Defendants Answer, and the Exceptions thereto taken, to stand referred to Sir Timothy Baldwyn, Knt. one of the Masters of this Court, to examin and certifie whether the Defendants have fully answered the Plaintiffs Bill or not.

*Intr.*

*Geo. Edwards,  
Deput. Reg.*

*The Masters Warrant to attend him upon an Order of Reference of Bill, Answer and Exceptions.*

*Inter Joh. Athy Quer. Rich. Athy Def.*

By virtue of an Order of the 11th day of June instant, I do appoint to consider of the matters to be referred on Thursday next at nine of the Clock in the Forenoon at my House in Bell-yard, at which time and place all parties concerned, or some for them, are to attend: At which time I shall peremptorily proceed,

*Tim. Baldwyn.*

Dated this 23d day  
of June, 1680.

*An Order for the Defendant to have a Commission before bearing of the Cause.*

At the Rolls,  
Mr. of the Rolls.

*Luna 15 die Novemb. Anno Regni Car. 2. Regis 32.  
Inter Joh. Glenwright Quer. Mariam Milford, Vid.  
Def.*

Upon opening of the matter this present day unto this Court by Mr, *Rawlinson*, being of the Defendants Council, it was alledged that there hath been but one Commission in this Cause, of which the Plaintiff had the carriage; and the Defendant hath, since the Execution of the said Commission, discovered several persons that are material Witnesses for the Defendant in this Cause, and the Plaintiff knowing the same, doth press to have the Cause heard this Term, before the Defendant hath examined all her Witnesses, although publication is not yet made of the Commission by the Plaintiff executed, nor hath the same been in Court above four days: Wherefore, and for that it is the Defendants only delay, the Plaintiff having an Injunction upon payment only of principal Money, it was prayed that the Defendant may be at liberty to renew the Commission, and have the Carriage thereof, and Publication pass the first day of the next Term, and the Cause heard the same Term, and the Defendant will appear to hear Judgment *gratis*, without serving Process, and the Cause may be put off from being heard this Term, which the Court held reasonable, and doth order the same accordingly.

*An Order that an Injunction obtained by the Plaintiff two years since, for stay of the Defendants Proceedings at Law, shall stand absolutely dissolved, and the Defendant prepare for a Trial at Law, unless the Plaintiff bring his Cause to hearing within the time prefixt by this Court.*

*Mercurii 16 die Maii Anno Regni Car. 2. Regis 35.  
Inter Christoph. Benson Quer. Annam Thackray  
Def.*

Upon opening of the matter this present day unto this Court by Mr. *Williams*, being of the Defendants Council, in the presence of Mr. *Collins*, being of the Plaintiffs Council, the Defendants Council alledged, that the Plaintiff, having about four years since exhibited his Bill against the Defendant, and having examined his Witnesses above two years, doth not proceed in his Cause, but having an Injunction, doth sleep thereon: It was therefore prayed that the Injunction stand absolutely dissolved: Whereupon, and upon hearing of the Plaintiffs Council, who offered to speed the Cause to a hearing, it is ordered that the Injunction in this cause be continued till the hearing; but the Plaintiff is peremptorily to bring this cause to a hearing the next Term, for which purpose Publication is forthwith to pass, and in the mean time the Defendant is at liberty to deliver a Declaration at Law, and prepare for Trial, but not to go to Trial without the farther Order of this Court, but in default of the Plaintiffs procuring this cause to be heard the next Term, the said Injunction is absolutely dissolved.

*An Order upon a Bill of Reviver, that notwithstanding the Death of the Defendant in the first Bill, the Suit may stand revived against his Executor.*

Lord Chancellor.

*Sabbati 12 die Febr. Anno Regni Car. 2. Regis 33.  
Inter Eliz. Plummer Quer. & Thomam Bostock  
Def.*

Upon opening the matter this present day unto this Court by Mr. Collins, being of the Plaintiffs Council, it was alledged that the Plaintiff having heretofore exhibited her Bill into this Court against *William Bostock* Testator, amongst others, and the said *William Bostock* being since dead, she since became thereupon abated, as to him, but the Plaintiff having since exhibited her Bill of Reviver into this Court, against the said Defendant *Thomas Bostock*, Executor of the said *William Bostock*, who hath put in his Answer thereto, and therefore it was prayed the said Original Suit may stand revived against the said *Thomas Bostock*, Executor of the said *William Bostock*, and be in the same plight and condition against the said *Tho. Bostock*, as the same was at the Death of the said *Wil. Bostock*, which this Court held reasonable, and doth order the same accordingly.

*Intr.*

Geo. Edwards,  
Deput. Reg.

*An Order for the Plaintiff to have a Commission to examine his Witnesses de bene esse.*

Lord Chancellor.

*Lunæ 16 die Maii, Anno Regni Car. 2. Regis 33. Inter  
W. Blennerhasset Armig. Quer. Annam Skelton &  
Georg. Skelton Def.*

Forasmuch as this Court was this present day informed by Mr. Ryder, being of the Plaintiffs Council, that the said Plaintiff exhibited his Bill unto this Court against the

the said Defendants, and the Defendants have appeared and answered the same, to which the Plaintiff hath replied, but cannot serve the Defendants to rejoyne till next Term, and the Plaintiff having several material Witnesses to be examined, which are aged and infirm, and not likely to live to be examined in ordinary course, as by Affidavit appears, they living remote in the Countrey. It was prayed that the said Plaintiff may have a Commission for Examination of Witnesses *de bene esse* returnable the last Return in the next Term, which is ordered accordingly, of which the said Defendants are to have notice, to the end they may joyn therein if they please.

*An Order upon Petition that if the Plaintiffs refuse to strike Commissioners Names with the Defendant, That then the Defendant shall have liberty to take out a Commission ex parte.*

*Lunæ 22 die Octobr. Anno Regni Car. 2. Regis 35.*

*Inter Rich. Grahine Bar<sup>r</sup> & al<sup>i</sup> Quer<sup>r</sup>, Dorothea Atkinson Def.*

Upon the Defendants humble Petition this day preferred to the Right Honourable the Lord Keeper of the Great Seal of *England*, for the Reasons therein contained, it is ordered that if the Plaintiffs, upon two days notice to their Clerk in Court, shall refuse to joyn and strike Commissioners Names with the Defendants Clerk in Court, that the Defendant be at liberty to take out a Commission *ex parte*, and that it be referred to Sir Miles Cook, Knight, one of the Masters of this Court to appoint the time and place for the executing of the said Commission, and when the same shall be returnable,

*Intr.*

*per Hen. Devenish,  
Deput. Reg.*

*An Order upon a Demurrer allowed.*

The matter upon the Plaintiffs Bill and Defendants Demurrer put in thereunto, being this day heard and debated before the Right Honourable the Lord High Chancellor of *England*, in the presence of the Council Learned on both sides; forasmuch as the Plaintiffs Bill appeared to be defective in the Points demurred unto, it is ordered that the said Demurrer be allowed.

*An Order to amend a Bill.*

It is ordered that the Plaintiff shall pay unto the Defendant 20 s. Costs, and that thereupon the Plaintiff be at liberty to amend his Bill.

*An Order for an Injunction upon an Attachment.*

Forasmuch as this Court was this day informed by Mr. P. being of Council for the Plaintiff, that the Plaintiff hath exhibited his Bill for Releif against the Defendant, and the Defendant being served with Process, hath not appeared, but sits an Attachment in contempt; It was therefore prayed that an Injunction be awarded for stay of the Defendants Proceedings at Law, which is ordered accordingly, until the Defendant shall directly answer the Plaintiffs Bill, clear his Contempt, and other Order to the contrary.

*An Order for confirming a Report.*

Upon opening the matter this present day unto the Right Honourable the Lord High Chancellor of *England* by Mr. S. being of the Plaintiffs Council, in the presence of Mr. A. being of the Defendants Council, and upon producing of a Report made in the Cause by Mr. D. A. one of the Masters of this Court, the Plaintiffs Council

now

now offering some Reasons against the said Report, and desiring that the matter might be referred back to the said Master; but upon debate of the matter, and hearing what could be alledged on either side, his Lordship saw no cause at all to alter the said Report, but doth order that the said Report, and all the matters and things therein contained, be ratified and confirmed, by the order of this Honourable Court, to be performed by all Persons according to the true meaning thereof.

*An Order for admitting a Guardian to an Infant.*

Upon motion made this present day unto this Court by, &c. being of the Defendants Council, alledging that the said Infant was served with Process at the Plaintiffs Suit, and is but, &c. old, and that, &c. are appointed Guardians to the said Infant by his Father's Will, as by the said Will produced appeared: It was therefore prayed that the said, &c. might by this Court be appointed Guardians to the said Infant to appear, answer and defend this Suit in his behalf, which this Court held reasonable, and do order the same accordingly.

*An Order for a Plaintiff to dismiss his own Bill.*

Upon the motion of Mr. L. being of the Plaintiffs Council, forasmuch as it was alledged that since the exhibiting the Plaintiffs Bill, the said Plaintiff doth find the same is mistaken in many material points therein, so that he cannot safely proceed thereon, without prejudice to his cause; it was prayed, in regard the Defendants have only answered the said Bill, that the Plaintiff might dismiss his own Bill; it is thereupon ordered that the said Bill be dismissed accordingly, the Plaintiff paying to the Defendant four Nobles Costs in respect thereof.

*An*

*An Order that leaving Process to rejoyne with the Defendants Clerk in Court may be good service, the Defendant obscuring himself.*

Forasmuch as this Court was this present day informed by, &c. being of Council with the Plaintiffs, that the Plaintiffs have long since exhibited their Bill against the Defendant, to which she hath answered, and the Plaintiffs have replied thereunto, but the Defendant *W.* doth obscure her self, so as the Plaintiffs cannot find her, or the place of her abode to serve her with Process, whereby they are delayed, and cannot proceed in their Cause, as by their Affidavit thereof appeared, and therefore prayed that the leaving of a *Subpoena* to rejoyne with her Clerk in Court, may be good service of the said *J. W.* which is ordered accordingly.

*An Order for dismissing the Plaintiffs Bill for not proceeding, with Costs.*

Forasmuch as this Court was this day informed by Mr. *P.* being of the Defendants Council, that the Plaintiff had exhibited his Bill against the Defendant in this Court the 18th of, &c. whereunto the Defendant put in his Answer the 25th of the same Month, since which time the Plaintiff hath not replied thereunto, or otherwise proceeded in the said Cause, as by Certificate appeared. It was thereupon prayed that the Plaintiffs Bill might stand dismissed, which this Court held reasonable, and do order that the said Bill do stand absolutely dismissed, &c.

*An Order to stay Proceedings upon a Recognizance being twenty yeass old, and entred into only for appearance.*

Whereas by an Order of the 19th of *January* last past, a Recognizance of 3000 *l.* entred into by *T.* late Earl of

of S. 14th of May, &c. to Sir J. C. Knight, Master of the Rolls, and Sir R. M. Knight, late Master of this Court, for the said Earls Appearance in Court, &c. *Trinitatis* then next following was ordered to be put in suit by the Executors of the Survivor of the said Cognizees; upon opening of the matter this present day by Mr. C. Mr. P. and Mr. A. being of the Defendants Council, it appearing that the said Recognizance was entred into above twenty years since, and was but for an Appearance in Court, since which time the same hath slept, and never any Prosecution thereupon till now; it was therefore prayed that all Proceedings upon the said Recognizance might be stayed, which is ordered accordingly.

*An Order to have a Subpeena returnable immediate.*

Upon motion made this present day unto the Right Honourable the Lord, &c. by Mr. S. being of the Plaintiffs Council, and producing an Affidavit, that the Defendants do live in London, it was prayed that the said Plaintiff might take out Process against the said Defendants returnable *immediate*, which is ordered accordingly.

*An Order to set down a Cause to be heard by consent.*

*Sabbati nono die Febr. Anno Regni Regis Car. 2. 13.*  
*Inter H. G. Bar', H. G. & R. B. Armig' Quer',*  
*C. B. Armig' & Eliz. Ux' ejus J. E. Armig. per E.*  
*E. Armig. Gardianum suum & Dominam A. A. &*  
*J. A. Armig. per prefat. Dominam A. Matrem &*  
*Gardianum suum Def.*

It is this present day ordered by and with the Consent of all Parties, Plaintiffs and Defendants, and their Clerks in this Court, that this Cause be set down to be heard on Friday the tenth day of May next, and all the said Parties to attend the said hearing *gratis*,

*An*

*An Order upon a Petition for a Re-hearing in the same Cause.*

Upon consideration this day had by the Right Honourable the Lord Chancellor of *England*, of the humble Petition of *A. A.* thereby setting forth that the Petitioner and the other Defendants, claiming upon several Interests the Perceptions of the Rents and Profits of the Manor of *H. in S.* for the residue of a term of 21 years, demised to the Plaintiffs in trust, the Plaintiffs thereupon exhibited their Bill to have the Judgment of the Court to whom the benefit of the Trust belonged, and the tenth of *May* last past, upon hearing of the Cause in Court before the Honourable the Master of the Rolls: It was ordered that a Case be made and agreed on by Council on both sides, and the Court attended therewith, who after advice with the Judges would pronounce such Decree therein as should be just, which Case being accordingly made and agreed on, and the said Master of the Rolls attended therewith the 19th of *July* last, Council on all sides were thereupon heard before the said Master of the Rolls at his House, assisted by Mr. Justice *Brown*, but at that time no Decree or Opinion was pronounced until the 28th of *November* last, at which time the Master of the Rolls was pleased to deliver his Opinion (contrary to the Opinion of the said Judge) that the benefit of the said Trust doth belong to the said Defendants *B.* and his Wife, and not to the Petitioners, and so decreed the same; whereby the Petitioner and four fatherless Children, whose only Sustenance dependeth thereupon, shall be exposed to want: It was therefore prayed that his Lordship would be pleased to vouchsafe a Re-hearing of this Cause, whereupon it is ordered by his Lordship, that this Cause be set down to be re-heard before his Lordship upon Wednesday the 22d of *January* next, being the day before the next Term, at three of the Clock in the Afternoon, at which time his Lordship will desire some of the Lords the Judges

to assist him, of which the other side to have notice, and in the mean time signing and inrolling of the Decree is stayed.

*An Order by consent for the Vacating a Recognizance.*

It is this present day ordered by consent of the Plaintiff, that the Recognizance, bearing date the 20th day of *June, &c.* entred into by the Defendant *F.* and others, in pursuance of an Order of the same Month made in this Cause, unto the Master of the Rolls, and *M. H. Esq.* for the said Defendants abiding such Order as this Court should make upon the hearing this Cause, be vacated and discharged.

*An Order to have a second Answer referred.*

Forasmuch as this Court was this present day informed by *Mr. V.* being of the Plaintiffs Council, that the Defendants having put in a sufficient Answer to the Plaintiffs Bill, the Plaintiff took Exceptions thereunto, since which the Defendants have put in a second Answer, which is also insufficient. It is thereby ordered that *Sir N. H.* one of the Masters of this Court, do consider of the Plaintiffs Bill, and the said second Answer, and the Plaintiffs Exceptions, and certifie whether the said second Answer be sufficient or not, and if not, then a *Subpœna* is awarded against the Defendant, to make a better Answer according to the Masters Report to be made.

*An Order to appoint a Guardian for an Infant to defend his Suit.*

Upon motion made unto this Court this present day by, *&c.* being of the Defendants the Infants Council, alledging that the said Infant was served with Process to appear and answer the Plaintiffs Suit, being but eight years

years old, and living above an hundred Miles from *London*, it was prayed that a Commission might issue to Commissioners to appoint a Guardian for the said Infant, and also to take his Answer to the Plaintiff's Bill, and defend the Suit in his behalf, which this Court held reasonable, and do order the same accordingly.

*An Order to dismiss a Bill obtained by the Plaintiff.*

Upon opening the matter this present day unto this Honourable Court by Mr. *A.* being of the Plaintiffs Council, it was alledged, that the Plaintiff having exhibited his Bill against the Defendants, he is advised that he cannot proceed thereon without prejudice to his Cause: Wherefore, and in respect that none of the Defendants have answered the said Bill, it was prayed that the same might stand dismissed, which this Court held reasonable, and do order that the said Bill do stand dismissed.

*An Order upon the Allowance of a Demurrer.*

The matter upon the Demurrer put in by the Defendants to the Plaintiffs Bill, coming this present day to be heard before the Right Honourable the Lord Chancellor of *England*, in the presence of Council Learned on both sides, the scope of the Plaintiffs Bill being that he, (reciting the Substance of the Bill) Whereunto the said Defendants having for Demurrer set forth that the Plaintiff, &c. (here recite the Demurrer) Upon full debate and hearing what was alledged on either side, his Lordship held the said Demurrer to be good and sufficient, and doth order that the same do stand and be allowed.

*An Order for Bailiffs to attend the Court with the Defendant, their Prisoner, whom they had arrested as he was going from the Register's Office, upon an Acetiam Billæ, at the Plaintiff's Suit, for the matter in question.*

24 Oct. 28 Car. 2. G. per Gard' con' C.

Forasmuch as this Court was this day informed by Mr. being of Council with the Defendant C. that by an Order by Consent, Publication being to pass in this Cause the beginning of this Term, and the Cause appointed to be heard this Term; the Defendant C. in order to prepare for the same, came out of the Country before the Term, and as he was going from the Register's Office, where he had been to take out a Copy of an Order made upon a Motion in this Cause, at one of the seals before the Term, he was arrested upon an *Acetiam Billæ*, at the Plaintiffs Suit for the same matter which is in question in this Suit, which is in contempt of this Court, and in breach of the Priviledge allowed to Suitors in this Court, and is detained a Prisoner in Custody of the Sheriffs Officers: It is thereupon ordered, That the Bailiffs who arrested the said C. do attend in Court tomorrow Morning, and bring their said Prisoner with them; whereupon such farther Order shall be made as shall be meet.

*An Order for an Habeas Corpus cum causis.*

Forasmuch as this Court was this day informed by Mr. that the Defendants being committed to the Prison of the *Fleet* for disobeying the Orders of this Court, and since their Commitment have been permitted, without leave of this Court, to go abroad where they please, and the Defendant M. hath caused himself to be removed to the Prison of the *Kings-Bench* to avoid the Orders of this Court, and that he may have Liberty this Vacation

to

to go at large: It was therefore prayed that a *Habeas Corpus cum causis* may be awarded to the Marshal of the *Kings Bench* Prison to bring the Body of the said Defendant *H. M.* into this Court, which is ordered accordingly, whereupon such farther Order shall be taken as shall be meet.

*An Order for an Injunction to quiet Possession.*

*Vicesimo sexto Januarii vicesimo octavo Car. 2.*  
*D. contra C.*

Upon opening the matter this present day unto the Court by Mr. *W.* being of the Plaintiff's Council, it was alleged, That the said *E. D.* deceased, to whom the Plaintiff *T. D.* is Administrator, obtained a Decree of the Court the fifth of *March*, *vicesimo sexto Car. 2.* Registering that the Defendant should forthwith deliver the Possession of all the Woods and Woodlands to the Plaintiff, or such as he should appoint, the giving security allowed of by *S. M. B. Knight, &c.* for payment of one hundred fifty five Pounds *per Annum* to the Defendant *C.* and his Wife, in such manner as by the said Decree is directed. And the said Defendants were also at *Michaelmas* then next quietly to yield and deliver up to the Plaintiff, or such as he should appoint, the Possession of all the Mannor, Farm and Land in the said Decree mentioned, and that Security was given according to the said Decree, and the Cause revived by several Orders of the two and twentieth of *N.* and fourth of *D.* last, and the Defendant *S. C.* having been served with a Writ of Execution of the said Decree, Report and Orders, sits in Contempt in breach thereof, and not only withholdeth from the Plaintiff Parcel of the Premises decreed, but also prosecuteth divers Actions at Law in the name of the other Defendant *M. D.* the Infant to whom he is Guardian, for the supposed Trespasses on the Lands decreed. It was therefore prayed that an Injunction may be awarded, as well to put an

quiet the Plaintiff and his Assigns in the possession of the Premises according to the said Decree, as to stay all proceedings at Law touching the Premises, which is ordered accordingly, unless the Defendants their Clerk in Court, having notice hereof, shall on Wednesday next shew unto this Court good cause to the contrary, and in the mean time the Defendants proceedings at Law are stayed.

*An Order for a Messenger for not answering.*

*A. Quer' H. & al' Def. decimo quarto Aprilis, 1681.*

Forasmuch as this Court was this day informed by Mr. R. being of the Plaintiffs Council, that the said Defendant H. being in Contempt for not answering the Plaintiffs Bill, had been arrested upon an Attachment by the Sheriffs of London, who had returned a *Cepi Corpus*, but refused to bring the said Defendant into this Court: It was therefore prayed that the Messenger attending this Court may take the said Defendant H. into Custody, and bring him into this Court to shew cause why he does not answer the Plaintiffs Bill, which is ordered accordingly.

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*Reports in Chancery.*

*A Report of Costs in defence of a supposed Contempt.*

Forasmuch as it appears to me by Certificates out of the several Offices, that the Defendant R. W. hath been examined upon contempt prosecuted against him by the Plaintiff, and no reference of Examinations procured, nor Commission taken out by the other side, nor Witnesses examined in Court to prove the said Contempt within the time limited by the general Rule, whereby he

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is

62      *Exceptions to Reports in Chancery.*

is discharged of the said Contempt: I have therefore considered of a Bill of Costs by him expended in making his defence, amounting to 22 l. 11 s. 8 d. and do tax the same at 15 l. which the Plaintiff is to pay to the Defendant accordingly.

*A Report that the first Answer is insufficient.*

By virtue of an Order of the 12th day of, &c. whereby I am to consider of the Complainants Bill and Exceptions, and the Defendants Answer, I have in the presence of the Plaintiffs Council (none attending for the Defendant, though due notice was given to her Clerk in Court, as appeared to me by Affidavit) considered thereof, and do find that the said Exceptions are justly taken, and that the Defendant ought to amend, and make her Answer more full and perfect in the points excepted unto, which I humbly certify, and leave to the grave judgment of this honourable Court.

*A Report that a second Answer is sufficient.*

According to the directions of the 30th of May last, I have in the presence of both sides, taken consideration of the Plaintiffs Bill, the Defendants second Answer, and the Plaintiffs Exceptions thereto, and do conceive the Defendants second Answer to be sufficient as to the points excepted unto, and that she ought not to amend her said Answer.

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Exceptions to Reports in Chancery.

*Exceptions to a Decree upon a Commission for Charitable uses.*

**E**Xceptions taken by J. G. Esq; to the Judgment, Order and Decree of W. C. &c. made at, &c. the 28th day of, &c. by virtue of a Commission to them and

and others directed, by force of the Statute made at the Parliament holden at *Westminster* the 26th day of *October*, in the 43d year of the late Queen *Elizabeth*, intituled, *An Act to redress the misimployment of Lands, Goods and Stocks of Money given to charitable uses.*

The said Exceptant saith, that he is a person interessed in Lands, Tenements and Hereditaments in the Decree mentioned, and is grieved by the same, and therefore for Relief doth complain unto the Lord, &c. according to the said Statute, and saith that the said Judgment, Order and Decree is and are void in Law, and ought not to be binding to this Exceptant, but to be adnulled, reversed and avoided, for the Causes and Reasons hereafter mentioned.

I: For that by the Will, &c.

For all which reasons and causes, and other Errors manifestly appearing, the same ought to be reversed, adnulled and set aside, as against the Exceptant and his Heirs: And this Exceptant prayeth, that the same may be reversed and adnulled accordingly.

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*Warrants in Chancery.*

*A Warrant for speeding a Commission to examine Witnesses.*

**T**Hese are to give notice that we whose names are here under written, being Commissioners authorized and assigned by his Majesty's Commissioners out of the High Court of Chancery, to examine Witnesses between *J. C.* of *S.* Plaintiff, and *E. W.* Defendant, do appoint Monday the, &c. for the speeding and executing the said Commission according to the trust thereby reposed in us. Dated the, &c.

*A Warrant by Referrees to determine.*

By virtue of a Commission from the Lord Chancellor

out of the high Court of Chancery to us and others directed, for composing and determining such Differences as are now depending between, &c. These are to give notice that we purpose to meet and treat of the said Differences, to the intent to reconcile them if we can at, &c. on, &c. Whereof we thought fit to give you notice that you may prepare your Defence as you shall see cause. Dated, &c.

*A Warrant for a Pardon.*

Our Will and Pleasure is, that you forthwith prepare a Bill for Our Royal Signature to pass Our Great Seal, containing a Grant of Our gracious Pardon unto J. Earl of A. of all such Offences, and with such Restitution of Lands and Goods, and such Exceptions and Clauses in all things as are expressed in the form of a Pardon for that purpose, and remaining with you under Our Signet and Sign Manual, and for so doing this shall be your Warrant. Given at Our Court at Whitehall the 15th day of October, 1660. in the 12th Year of our Reign.

*Interrogatories in Chancery.*

*To a Defendant to prove a Contempt upon an Order.*

1. *Imprimis,* **W**ERE you on the tenth day of, &c. or at what other time, and when served with an Order of this Honourable Court, made in this Cause the, &c. for the Sum of, &c. to be paid by you to the Plaintiff, by whom were you served with the said Order, by one R. S. or by what other particular Person? Declare the truth.

2. *Item,* Did the Party that so served you shew the said Order under the Hand of a Register of this Honourable Court, did he deliver you a Copy of the Order, or in what

what other manner did he so serve you, did the said Person that so served you demand the said 300 *li.* of you? Declare the truth.

3. *Item*, Did you then pay the said 300 *l.* to the said Party that so served you with the said Order, or did you not utterly then refuse to pay the same, and whether have you at any time since, and when paid the said 300 *l.* to the Plaintiff, or to any other on his behalf? Declare the truth.

*To a Witness to prove a Contempt upon an Order.*

1. *Imprimis*, Did you in the Month of, &c. serve the said R. H. with an Order made in this Cause, bearing date, &c. upon what day of the same Month, where, and in what manner did you serve the same?

2. *Item*, Did the said R. H. see and take notice thereof, did he acknowledge that he was served with the same, and what words used he upon the said service, and to whom?

3. *Item*, Was not the said R. H. by the said Order enjoined to pay unto the Plaintiff the Sum of 60 *l.* did you then demand the said Sum of 60 *l.* of him the said R. H. for the use of the Plaintiff, did the said R. H. pay the same accordingly, and to whom did he pay the same? Declare the truth.

*To Witnesses to prove a Contempt upon an Injunction.*

1. *Imprimis*, Did you in the Month of A. last past serve the said C. D. &c. or any, and which of them, with an Injunction made in the same Cause, and upon what day of the same Month, and where, and in whose presence did you serve the said C. D. &c. any, and which of them with the same?

2. *Item*, Did you shew the said Injunction under Seal of this Honourable Court unto them, or any, and which of them?

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3. *Item*,

3. *Item*, Did you deliver unto any, and which of them a Copy or Copies thereof?

4. *Item*, Did the said C. D, &c. see and take notice thereof, did they acknowledge that they were served with the same, and what words used they upon the said service?

*To prove Deeds and Payment of Money.*

1. *Imprimis*, Do you know the Parties, Plaintiffs and Defendants, did you know S. S. late Father of the said R. S?

2. *Item*, Was the Deed or Writing, Deeds or Writings now shewed you sealed and delivered, and by whom, and were you a Witness to the sealing and delivery thereof, and is the Name subscribed and indorsed as a Witness thereunto of your own Hand-writing, and whether have you been acquainted with the Hand-writing of the said Party or Parties, or Witnesses to the said Deed or Deeds, Writing or Writings, or any, and which of them, to be their own Hand-writing?

3. *Item*, Do you know any Sum or Sums of Money paid by M. M. deceased, or any other of the Servants or Agents of the said T. S. the Plaintiffs Father, or by any other for the said Earl, by his, their or any of their appointment to the said S. S. the Defendants Father, or to any other Person or Persons to his use, what Sums did he, they, or any of them pay, when was the same paid, and to whom?

4. *Item*, Have you been acquainted with the Hand-writing of the said S. S. the Defendants Father? Do you believe the Receipt or Acquittance, Receipts or Acquittances now shewed unto you to be the proper Hand-writing of the said S. S. or whose Writing do you believe the same to be, were you a Witness to them or any, and which of them, and is your Name subscribed or indorsed as a Witness, of your own Hand writing? Have you been acquainted with the Hand writing of any of the Witnesses

to

to the said Receipt or Acquittance, Receipts or Acquittances, or any, and which of them? Do you verily believe that the Names of the said S. S. or of the Witness or Witnesses to the Receipt or Receipts, Acquittance or Acquittances, or any, and which of them, to be their own proper Hand-writing? Declare the truth.

*To prove a Will.*

1. *Imprimis*, Did *A. B.* late of, &c. deceased, at any time in his life time, and where, and when, give you Directions from him at any time, where, and when, to draw the said *A. B.* his Will?

2. *Item*, Did you draw or ingross the Writing purporting the last Will of the said *A. B.* now shewed unto you, in the very words as the same is expressed, and of whose Hand-writing is the said Will, and the very words therein contained?

3. *Item*, Did you see the said *A. B.* in the day, &c. or at any other time, and when sign and seal the said Will, and did he publish and declare the same to be his Will, and is the Writing now shewed unto you contained in seven Sheets of Paper, to each Sheet whereof his Name is subscribed and Seal affixed, the very same which he did then sign and seal as his Will, and who were present Witnesses thereunto, and was the said *A. B.* at the time of the signing and publishing of the same of a good Understanding, and of a disposing Memory?

4. *Item*, Whether after the said *A. B.* had signed and sealed the said Will as aforesaid, was the same in the presence of all the Witnesses thereunto, sealed up by the said *A. B.* or by any other, and by whom was the same sealed up, by the Seal of the said *A. B.* or by the Seal of any other, and by whose Seal, and whom did the said *A. B.* desire to keep the same, and was the said *A. B.* then of perfect Understanding, did the same Will continue so sealed up until the day of, &c. and what other time, and was the same then opened, and where, and

in whose presence, is the Writing now shewed unto you contained in seven Sheets of Paper, the very Will which was so sealed up and opened, as aforesaid, without any Addition, Interlineation or Obliteration, after it was published by the said *A. B.* for his last Will?

5. *Item*, Whether did the said *A. B.* sign, seal and publish his last Will in Writing, do you know the Contents of the said Will? If yea, express the Contents thereof, word for word upon this your Examination.

*To prove a Custom for letting of Copyhold Lands for three Lives, and to the Heir or Heirs of the Survivor.*

*On the part and behalf of K. L. against W G. &c.*

1. *Imprimis*, Do you know the Plaintiffs and Defendants in this Cause, or any, and which of them, and did you know *T. M.* late of *C. &c.* *T. M.* and *E. M.* his Sons, *W. B.* late Father of the said, &c. all deceased, and any, and which of them?

2. *Item*, Do you know the said Manor or Lordship or *C.* in the said County of, &c. and do you know the any, and what Lands and Tenements, Parcel of, &c. and lying within the said Manor or Lordship have been demised or demisable by Copy of Court Roll, according to the Custom of the said Manor or Lordship, that is to say, for three Lives to the Heir or Heirs of the Survivor or longest Liver of such three Lives, as by Surrender or Copy of Court Roll thereof, the same should be limited or appointed?

*To prove Seisin.*

3. *Item*, Do you know that the said *T. M.* and *A.* his then Wife, and *T. M.* the younger, and *E. M.* and any, and which of them were in their life time, and when seised according to the said Custom, of a certain Tenement, and Lands thereunto belonging, parcel of the said

said Manor or Lordship lying, &c. And did the said *T. M.* the younger, survive and overlive the said *T. M.* the elder, and *A.* his Wife, and the said *E. M.* and when did the said *A.* and *E. M.* depart this life, and do you know that the said Tenement and Lands, whereof the said *T. M.* was so seised, are, or have been part of the Customary or Copyhold Lands of the same Manor or Lordship? Declare the reason of such your knowledge.

*To prove a Surrender.*

4. *Item*, Do you know that about the Month of, &c. in the Year of our Lord, &c. or at any other time after the Death of the said *T. M.* and when, the said *T. M.* the younger, being so seised thereof, did out of Court surrender according to the Custom of the said Manor, the said Customary Lands and Tenements into the hands of the then Lord or Lords of the said Manor, by the hands of *J. M.* and *T. M.* two of the Customary Tenants of the said Manor or Lordship, to the use of him the said *J. M.* the younger, and *A.* his then Wife, and the Survivor of them, the Remainder thereof to the said *W. B.* Father of the Plaintiff *K.* and to the Heir or Heirs of the said *W. B.*

*To prove a Presentment.*

5. *Item*, Do you know that the said *J. M.* or *T. M.* or either of them, or any other Customary Tenants of the said Manor, and who by Name did at any Court or Courts holden for the said Manor or Lordship of *C.* and when, present any Surrender or Surrenders made by the said *T. M.* of the said Customary Tenement, and Lands whereby the same were limited after the decease of the said *T. M.* and *A.* his Wife, to the said *W.* and his or their Heirs?

*To prove an Heir.*

Do you know when the said *T. M.* the younger, and *A.* his Wife, and *K.* did depart this life, and is the Complainant *K.* the sole Daughter and Heir of the said *W. B.* and what Age was she of at the decease of the said *W. B.* her Father?

*To prove the yearly Value and Possession.*

What is the true yearly value of the said Customary Tenement and Lands, which were so held by the said *T. M.* and for how long time hath the Defendant *K.* or any for him, held and enjoyed the same, and what yearly Rent was reserved to the Lord of the said Manor, to be paid by the said *T. M.* for the same Lands?

*To be administred to Witnesses to be produced on the part of Sir T. H. Defendant, against J. B. Bar<sup>r</sup>, Plaintiff.*

1. *Imprimis*, Do you know the Plaintiff and Defendants in this Cause, any, and which of them? And did you know *J. B.* late of, &c. Esq; deceased, and Dame *E. A.* late Wife of the Defendant Sir *T. H.* Sister of the said *J. B.* also deceased, or either, and which of them, in their or either of their life time?

2. *Item*, Do you know the Manors or Lordships of *W. W.* and *B.* in the said County of *S.* the Manors and Lordships of great and little *A.* in the Counties of *G.* and *W.* or one of them, the Town or Village of *L.* in the County of *L.* or any, and which of the same? And was Sir *J. B.* Knight, deceased, Father of the said *J. B.* at any time, and when, in his life time Owner or reputed Owner of the same, or any, and which of the same? And do you know what Person or Persons were Owner or Owners of the same Manors and Premisses, or any,

any, and which of the same? And when before such time as the said Sir *J. B.* was Owner thereof, did the said Sir *J. B.* or the said *J. B.* and which, or either of them, purchase the same, or any, and which of the same? Did the said Sir *J. B.* marry with any, and what Woman, who was Inheretrix of the same Manors and Premises, or any, and what part or parts of the same? Declare your knowledge thereof, and the reason of such your knowledge.

3. *Item*, Was the Deed or Writing, Deeds or Writings now shewed unto you, sealed and delivered, and by whom? Were you a Witness to the sealing and delivery thereof, and is your Name subscribed and indorsed as a Witness thereunto, and of your own Hand-writing, and have you been acquainted with the Hand-writing of the Party or Parties, or Witnesses to the said Deed or Writing, Deeds or Writings, or any, and which of them? And do you verily believe the Names of the said Party or Parties, or Witnesses to the same Deed or Deeds, Writing or Writings, or any, and of which of them to be their own proper Hand-writing?

4. *Item*, Do you know that *E. B.* Sister of the said *J. B.* deceased, was the Wife of the Defendant Sir *J. H.* and do you know the time of the Intermarriage between them the said *E.* and the Defendant Sir *J. H.* and was the said *E.* only Sister of the said *J. B.* Esq;

5. *Item*, Do you know or have credibly heard that the said *J. B.* did or was at any time in his life time, and when, become ingaged with Sir *J. B.* Knight, the Complainants Father, as his Surety, for any and what Sum or Sums of Money, or other, and what things, and to whom? And have not you heard the said *J. B.* declare that he had suffered much by reason of the said Ingagement, from the Complainant, and did not the said *J. B.* seem to be thereupon much displeased, that he protested and declared that he would have nothing more to do with the Complainant, or words to that effect? Declare what you have heard the said *J. B.* say or speak therein.

6. *Item*,

6. *Item*, Did the said *J. B.* Esq; at any time or times, and when, in his life time, use any, and what words of dislike touching the Complainant, or of the Complainants not being to have the said *J. B.*'s Estate after his decease? And did the said *J. B.* at any time or times in his life and when, use any, and what words or speeches touching the Complainant, or Sir *J. B.* the Complainant's Father, and either, and which of them, whereby it did appear he was displeased with them, and elther, and which of them, and in whose presence did he use words or speeches to that effect?

7. *Item*, Did the said *J. B.* at any time or times, and when during the time of the Sicknes whereof he died, or at any other time or times, or when, in his life time, declare or use any and what words and speeches, whereby it did appear, that his mind was that his said Estate should or might descend to the Defendant Sir *J. H.* his Nephew, or to that effect? Have you heard the said *J. B.* use any, and what expressions of Love and Affection towards the Defendant Sir *J. H.* what words of Love and Affection did he use towards him, where did he use such words, speeches or affections, when, and in whose presence, and upon what occasion did he use them? Declare the truth.

8. *Item*, Did the Complainant, or any other person or persons for him, as you believe, and who by Name, at any time or times, and when, where, and in whose presence, promise or propose unto you, or to any other person or persons any, and what reward, offer and gratuity, to the Intent that you, or such other person or persons, should for such reward or gratuity set on foot some pretended Deed or Deeds, thereby to entitle the Complainant, or otherwise to prejudice the Defendant Sir *J. H.* his Title to the Estate of the said *J. B.* deceased, or by which the same might seem to be intailed or otherwise settled upon the Complainant to his use?

9. *Item*, Do you know *M. B.* of, &c. and did the same *M. B.* at any time or times, and when in the life  
time

time of the said *J. B.* Esq; by Letter or otherwise, request you or any other person or persons, and who by Name, to use means to perswade or prevail upon the said *J. B.* to settle his Estate? Did the said *M. B.* then, or at any other time or times, say and declare unto you that the said *J. B.* had made any Will or Settlement of his Estate, and when, where and in whose presence did she so say or declare, and upon what occasion?

10. *Item*, Did you know one *G. W.* who was Servant to the said *J. C.* in his life time, and when, and for how long time did he serve the said *J. B.* and did you at any time and times, and when, since the decease of the said *J. B.* hear the said *G. W.* say or declare that the said *J. B.* had not made any last Will or Testament, or other Settlement touching his Estate, or words to such effect, when, and in whose presence did he so say and declare, and where, and upon what occasion?

11. *Item*, Did the said *G. W.* at any time or times, and when, say or declare to you, or any, and what other person or persons, that he did know of any Deed or Settlement made by the said *J. B.* since the time of the said *J. B.*'s Travel into foreign parts, and where, and upon what occasion did the said *G. W.* so say or declare, and when? Did the said *J. B.* travel beyond the Seas as you know or have heard? Declare the truth.

12. *Item*, Did the Complainant at any time or times, and when, by his Letter or word of Mouth, send unto you or any other, and what other person to your knowledge, or enquire of you, or such other, to be informed whether she said *J. B.* deceased, had given or settled any Estate to or upon him the said Complainant, what were the Contents or Effect of such Letter, Message or Inquiry, as you know or have heard? Declare the truth of your knowledge herein.

*For the Examining one that hath received Rents.*

1. *Imprimis*, Have you been acquainted with the Hand-writing

writing of Sir *T. F.* Knight, deceased, the Defendant's late Father? Do you believe the Writing or Rental now shewed you, to be the proper Hand-writing of the said Sir *T. F.* or whose Hand-writing do you believe the same to be?

2. *Item*, Are the Writings now shewed unto you, or either, and which of them, true Rentals of the Estate, whereto *T.* Lord Viscount *S.* the Plaintiffs Father, deceased, was seised at the time of his decease, or any or what part or parts thereof, were you at any time or times, and when since the decease of the said Lord Viscount *S.* and when, and for how long time, and by whom were you so employed by the said *T. F.* the Defendants Father in his life time in or about the gathering or receiving the Rents of the Plaintiffs Estate, or any part, or what part thereof, or do you know of any other, and what other person or persons, who was or were so employed by the said Sir *T. F.*

3. *Item*, Do you know or have heard, that the said Sir *T. F.* Knight, the Defendants Father, deceased, did receive for the Plaintiff, in his right, the Rents of any, and what Lands, Tenements and Hereditaments lying in the Parishes of *E.* and *P.* in the County of *K.* and when, and for how long time did the said Sir *T. F.* receive the same, and were you at any time, when, and for how long time employed by the said Sir *T. F.* in receiving those Rents, and do you know of any other Person or Persons, that was or were at any time, and when, employed by the said Sir *T. F.* in and about receiving of the Rents of any Lands or Tenements whatsoever, lying within the said Parishes or either of them?

4. *Item*, Do you know the yearly value of the Quit-rents of the Plaintiffs Manors of *O. B. O. P. S. S. H.* and *W.* in the County of *K.* or any. or which of them? Have you seen a Rental or Rentals thereof? Declare the Reasons of such your knowledge.

5. *Item*, Do you hold of the Plaintiff, as his Tenant, any, and what Lands or Tenements lying within the Parishes

Parishes of E. and P. aforesaid, or either of them in the County of K. and for how long time have you so held the same, and what are the yearly Rent or Rents thereof?

6. *Item*, Did Sir T. F. Knight, deceased, or any for him, or by his direction or appointment, at any time or times in his life time, and for how long time, receive of you, or any other, and what other of the Plaintiffs Tenements or any of his Lands lying in the said Parishes, any Rent or Rents thereof, and what, or how much Rent or Rents did you, or such other persons so pay the same? Declare the truth.

*To be administred to Witnesses produced to prove a Contempt for not obeying an Injunction.*

Interrogatories to be administred to Witnesses to be produced on the part and behalf of A. B. to prove a Contempt committed by C. D. &c. in a Cause depending in this honourable Court.

1. *Imprimis*, Did you in the Month of A. last past serve the said C. D. &c. or any, and which of them, with an Injunction made in the same Cause, and what day of the same Month, and where, and in whose presence did you serve the said C. D. &c. any, and which of them, with the same?

2. *Item*, Did you see the said Injunction under Seal of this honourable Court, directed to them, any, and which of them?

3. *Item*, Did you deliver to any, and which of them, a Copy or Copies thereof?

4. *Item*, Did the said C. D. &c. see and take notice thereof? Did they acknowledge that they were so served with the same, and what words used they upon the said Service, and to whom?

*Interrogatories for the Defendants Examination to prove Service or Process for Costs.*

1. *Imprimis*, Were you, and which of you, the eighth day of August last, or at any other time, and when,

when, served with a *Subpæna* under the Seal of this honourable Court for twenty Marks Costs to be paid by you to the now Earl of S. by whom were you so served with the said *Subpæna*? Whether were you served by one J. P. the elder, or by what other particular person? Declare the truth.

2. *Item*, Did the party that so served you with the said *Subpæna* shew you the Body of the said Writ under Seal of this Court, and deliver you the Label thereof, or did he deliver you the Body of the said Writ under Seal, or in what other manner did he serve you, and did the person that so served you, demand the said twenty Marks Costs of you, or either of you, and of whom? Declare, &c.

*For the Plaintiff's Examination upon Service of a Writ of Execution upon a Decree.*

1. *Imprimis*, Were you on the 11th and 29th day of J. last past, or at any other time, and when, served with a Writ of Execution of a decretal Order made in this Court, between the said Parties E. H. or M. L., or by any other, and by whom did the said E. H. M. L. or the said other person then shew you the said Writ of Execution under the Seal of this honourable Court, and deliver you a true Copy thereof, were you not enjoined by the said Writ to forbear to put in your Cattel into a certain parcel of Ground called the P. belonging to the said Manor yearly between the said second day of F. and the twentieth day of J. following?

2. *Item*, Did the party that so served you at the time of such his Service of the said Writ of Execution, and by virtue thereof, require your obedience to the same?

3. *Item*, Did you accordingly from the 29th day of June last to the 20th day of July then next following, forbear to put your Cattel into the said parcel of Ground called the Pond, or did you, or others by your direction, one or more times between the said

29th of *June* and the 20th of *July* following, or when, put and drive your Cattel into the said parcel of Ground called the *Pond*, belong to the said Manor? Declare the truth.

*To examine upon a Contempt for resisting the Sheriff, in his executing a Commission of Assistance.*

1. *Imprimis*, Do you know that a Commission of Assistance was issued out of this Court to the now Sheriff of *Essex*, being dated the 9th day of *May* last, whereby the said Sheriff was to put the now Earl of *S.* and his Assigns in the possession of a certain parcel of Ground called the *Pond*.

2. *Item*, Did you see, or do you know that *J. B.* Bailiff of the Hundred where the said Manor lies, did by virtue thereof on the 31st of *May* last enter upon the said parcel of Ground for the putting and quieting the said Earl, or any other person to his use, in the possession thereof, was the said Bailiff in a riotous and tumultuous manner resisted and assaulted in the doing thereof by you, or others, Tenants and Inhabitants of the said Manor, and by whom was such Resistance and Assault made, was the said Bailiff, and one *J. C.* his Servant then beaten down to the Ground, and wounded by the Tenants or some of them, and by whom were they so beaten and wounded?

3. *Item*, Did you see the said Bailiff and *W. B.* his Servant, on the third of *June* last (when divers of the said Tenants having again put in their Cattel into the said Ground, notwithstanding the said Commission of Assistance) enter again upon the said Ground for the putting or quieting the said Earl, or some other person to his use, in the possession of the same? Was not the same Bailiff then also in riotous and tumultuous manner resisted and assaulted in his doing thereof, by them and divers others of the Tenants and Inhabitants, and by whom was such Resistance and Assault made, was the said

M

*W. B.*

*W.B.* wounded by some or one of the said Tenants, in the Head with a Stone, whereby he was in great danger of death, and by whom was he so wounded? Declare the truth.

*To prove Deeds.*

*Item,* Was the Deed or Writing, Deeds or Writings now shewed unto you, sealed and delivered, and by whom, and were you a Witness to the sealing and delivery thereof, and is your Name subscribed and indorsed as a Witness thereunto, of your own Hand-writing, and whether have you been acquainted with the Hand-writing of the said Party or Parties, or Witnesses to the said Deed or Deeds, or any, and which of them, and whether do you verily believe the Names of the said Party or Parties or Witnesses to the said Deed or Deeds, Writing or Writings, or any, and which of them, to be their own proper Hand-writing.

*For Sums paid.*

Do you know of any Sum or Sums of Money paid by *M. M.* deceased, or any other of the Servants or Agents of the said *T. S.* the Plaintiffs Father, or by any other of the said Earl, or by his, their or any of their appointment, to the said *S. S.* the Defendants Father, or to any other person or persons, to his use, what Sums did he or they, or any of them pay, when was the same paid and to whom?

*To prove Acquittances.*

Have you been acquainted with the Hand-writing of the said *S. S.* the Defendants Father, do you believe the Receipt or Receipts, Acquittance or Acquittances now shewed unto you to be the proper Hand-writing of the said *S. S.* or whose Hand-writing do you believe the same to be? Were you a Witness to them, any, and which of them, and is your Name subscribed and indorsed as a Witness of your Hand-writing? Have you been acquainted with the Hand-writing of any of the Witnesses

to the said Receipt or Acquittance, Receipts and Acquittances, or any, and which of them? Do you verily believe the Names of the said S. S. or of the Witness or Witnesses to the said Receipt or Acquittance, Receipts or Acquittances, or any, and which of them to be their own proper Hand writing?

*Against the Credit of Witnesses.*

Interrogatories to be administred to Witnesses to be examined on the part and behalf of, &c. Defendants, to the Credit of J. R. and P. R. Witnesses, examined on the part and behalf of the Complainant.

1. *Imprimis*, Do you know the Plaintiffs and Defendants and the said J. R. and P. R. or any, and which of them, and how long have you known them, or any, and which of them, and upon what occasion?

2. *Item*, Have you known the life and conversation of the said J. R. and P. R. or either, and which of them, and how hath it been, good or bad, and of what fame or reputation are the said J. R. and P. R.

3. *Item*, Are or have the said J. R. and P. R. or either, and which of them, been common Swearers or Drunkards, or do or did they, or either, and which of them, ordinarily or often swear or forswear themselves, or either, and which of them?

4. *Item*, Have the said J. R. and P. R. or either, and which of them, at any time or times, and when, accepted or received any, and what Sum or Sums of Money, or other reward, or promises of any, and what Sum or Sums of Money, or other Reward from any person or persons, and from whom, to swear or telline in any Cause or Suit controverted in any Court of Equity or Law in *England*? Between whom was such Suit or Suits depending, or where, did they or either of them swear, and how did you come to the knowledge thereof?

5. *Item*, Have the said J. R. and P. R. or either, and which of them, received of the Plaintiff, or any for him,

and of whom by name, any, and what Sum or Sums of Money, or other consideration or promise of any, and what reward, or other gratuity, to depose in this Cause on the Plaintiffs behalf?

6. *Item*, Have the said J. R. and P. R. or either of them, and which of them, been declared Bankrupts, and do they or either, and which of them, obscure him or themselves in the Isle of L. or elsewhere, to hide or obscure him or themselves from his or their Creditors?

*To prove possession of certain Lands, a Contempt being prosecuted by the Complainant.*

Interrogatories to be administered to Witnesses to be examined on the part and behalf of R. W. Esq; Defendant, to prove his Possession of certain Lands, touching which a Contempt is prosecuted against him by J. C. Complainant.

1. *Imprimis*, Do you know the Plaintiff and Defendant, either, and which of them, and how long have you known them, either, and which of them?

2. *Item*, Do you know the Manor of M. S. in the County of G. and do you know that the Defendant W. is Lord or Owner thereof, and how long have you so done?

3. *Item*, Do you know that the said Defendant W. hath at any time or times, and when, since the Month of February, 1654. been possessed of the Lands lying within the said Manor now in question between the said Plaintiff and Defendant, or any, and what part or parts of the same, and do you know that at any time or times, and when, since the Month of February 1655. the said Defendant hath had or enjoyed the Profits of the said Lands in question, or any, and what part or parts of the same, or that he, or his Servants or Workmen for him, have at any time or times, and when, since February 1655. aforesaid, cut and carried away the Grass growing upon the same Premises, or any part or parts thereof, at any time

*The Style used in Depositions.* 81

time or times, and when, since the time aforesaid? Declare the truth.

*The Style used in Depositions.*

**D**epositions of Witnesses taken at the *White-Hart* in *A.* in the County of *B.* by virtue of a Commission out of the High Court of *Chancery* to us *A. B. C. D.* and *E. F. Gent.* (and others) directed in a Cause depending in the said Court between *G. H. Esq;* Plaintiff, and *J. K. Gent.* Defendant, on the part and behalf of the Plaintiff [or] the Defendant [as the Case is] as followeth, *viz.* *A. B.* of *C.* in the County of *D.* Yeoman, aged thirtyfive years, or thereabouts, sworn and examined, Deposeth, as followeth.

To the first Interrogatory this Deponent saith, &c.

*The Oath to be administered to Witnesses.*

You shall true Answer make to all such Questions and Articles as you shall be examined unto, upon the Interrogatories to be exhibited unto you; you shall speak the Truth, the whole Truth, and nothing but the Truth, without respect or favour to either Party: So help you God,

Kiss the Book.

*Notice of Executing a Commission.*

Between *G. H. Esq;* Plt. }  
*J. K. Gent.* Def. }

By virtue of a Commission under the Great Seal of England to us *A. B. C. D. E. F. Gent.* and others directed out of the High Court of *Chancery* for the Examination

nation of Witnesses in this Cause: These are to give you notice that the Plaintiff *G. H. Esq;* intends to execute the said Commission upon the 10th day of *June* next, the House of *J. Q. Widow*, at the *White-Hart* in *A.* in the County of *B.* by Eight of the Clock in the Forenoon, where you and your Commissioners may be present, if you please. Given under our Hands and Seals this 20th day of *May*, 1687.

To *J. K. Gent.*

*A. B.*

*C. D.*

*E. F.*

## Bills in Chancery.

*A Bill in Chancery to examine Witnesses to a Will and Codicil, for preservation of their Testimony in perpetual Memory.*

To the Right Honourable *Heneage*, Earl of *Nottingham*, Lord High Chancellor of *England*.

**H**umbly complaining, sheweth unto your Lordship, your Oratrix Dame *M. M.* the Relict and Executrix of the last Will and Testament of Sir *E. M.* late of *L.* in the County of *M.* Baronet, deceased, for and on the behalf of her self and her two Daughters *Anne* and *Frances M.* Infants, under the Age of six years, being Daughters and Co-heirs of the said Sir *E. M.* that the said Sir *E. M.* being in his life-time seised in his Demesne as of Fee-simple of and in several Manors, Lands, Tenements and Hereditaments situate, lying and being in the several Parishes of *A. B. C. D. &c.* in the County of *M.* and elsewhere. And being so seised as aforesaid, did on or about the two and twentieth day of *January* in the year of our Lord God 1680, make his

last

last Will and Testament in writing and amongst several other Devises and Bequests, he the said Sir E. M. did devise and bequeath all his real Estate in the Counties of M. H. G. or elsewhere to the eldest Son he should have living by your Oratrix at the time of his death, and to the Heirs of such Son; and in case he should have no Son living at the time of his death, he the said Sir E. M. did give, devise and bequeath all his said real Estate to such Son as your Oratrix should happen to be with Child with at the time of his death: And if it did happen that he should die without any Issue Male, then his Will was, and he the said Sir E. M. did give, devise and bequeath all his said real Estate to such Daughters as he should have living, and if that your Oratrix should happen to be with Child with at the time of his death, and to the Heirs of such his Daughters: And if it happened that he should die without any Issue lawfully begotten, then the said Sir E. M. did give, devise and bequeath all his said real Estate to your Oratrix, his then Wife, for and during the term of her Natural life, and from and after her decease: And in default of any Issue of his own Body his Will was, and he did thereby give, devise and bequeath all his said real Estate to his well beloved Cousin C. M. Gent. the third Son of his well beloved and dear Uncle W. M. Esq; then late of T. in the aforesaid County of M. and to the said C. M. for ever. And the said Sir E. M. did likewise by his said Will give, devise and bequeath to your Oratrix, his then well beloved wife, all his Goods and Chattels, Money, Plate, Household-stuff, and other Personal Estate whatsoever, and did thereby direct your Oratrix, his said Wife, to pay and discharge all such just Debts as he should owe at the time of his death. And his Will was, that your Oratrix should receive all the Rents, Issues and Profits of his Estate for the space of ten years towards the payment of his Debts and the Maintenance of his Children, and if your Oratrix should happen to die within the ten years after his decease, and before all his Debts were satisfied, then his Will

was, and he did devise and bequeath all his Manors, Lands, Tenements and Hereditaments, and all his real Estate whatsoever to his well beloved Unkles *C. V.* of *L.* and *T. M.* of *B.* in the said County of *M.* Esq; and to their Executors and Administrators, and to the Executors and Administrators of the Survivor of them, to hold for the term of ten years, to commence from the day of his death, for and towards the payment of his just Debts, and the Maintenance of his Children, until they should attain unto the Age wherein to make choice by Law of their Guardians; and at the end of the said ten years, or as soon as his Child or Children could by Law call for and take an accompt, he did direct the said Mr. *C.V.* and Mr. *T.M.* to give an accompt of their Receipts and Disbursements of, for or concerning his Estate, in which Accompts his Will was, that all reasonable Allowances and Charges be made, given and allowed to the said Mr. *C.V.* and Mr. *T.M.* and to their Executors and Administrators: And he did thereby revoke all former Wills by him the said Sir *E.M.* made, and did nominate, constitute and appoint your Oratrix, his then Wife, his sole Executrix of his last Will and Testament, reserving to himself a power in case of sudden sickness, to add or alter any part of his last Will by Codicil in writing thereunto to be annexed: And your Oratrix farther sheweth unto your Lordship, that the said Sir *E. M.* on or about the eighth day of *May* 1682, by virtue of the power reserved to himself by his Will, bearing date as before mentioned, did make a Codicil, whereby he the said Sir *E. M.* did give and bequeath unto Mrs. *D. M.* and Mrs. *L. M.* one Hundred pounds in Money for two years last past before the date of the Codicil, and Fifty pounds yearly during their natural Lives, to be equally divided between them, and this to be paid to their lawful Attornies or Assigns upon every twentieth day of *June*, and every twentieth day of *October* yearly, by even and equal portions; if it should be lawfully demanded, and to continue during the Life of the longest Liver of them

them both: And he did also give and bequeath unto the Poor of the Parish of *L.* the Sum of Ten pounds to be paid within three Months next after his decease, and did give and bequeath unto the Church of *L.* 10 s. and did give and bequeath to Mr. *T. B.* five pounds yearly during his Life, and did give and bequeath to Dr. *J. J.* Twenty pounds, a Mourning Suit and Ring, and did give and bequeath unto *J. T.* his Servant, the Farm he now enjoys during his natural Life, and a Mourning Suit and Ring; and did give unto *T. A.* his Servant, Ten pounds, a Mourning Suit and Ring. And your Oratrix farther sheweth unto your Lordship, that the said Sir *E. M.* having signed, sealed, published and declared his said last Will and Testament and Codicil in the presence of seven or more credible Witnesses, and the said Witnesses having subscribed and attested the said last Will and Testament and Codicil of the said Sir *E. M.* in the presence of him, the said Sir *E. M.* did deliver his said last Will and Testament to be preserved and kept; and shortly after, that is to say, on or about the eighth day of *May* 1682, the said Sir *E. M.* died, leaving behind him your Oratrix *M.* and his said two Daughters your Oratrices *A.* and *F. M.* And your Oratrices did well hope there could be no pretence of Cavil about the said last Will and Testament and Codicil of the said Sir *E. M.* and that your Oratrices should quietly hold and enjoy the Estate Real and Personal of him the said Sir *E. M.* according to the true intent, meaning and purport of his said last Will and Testament, the said Sir *E. M.* the Testator being the only Son and Heir of Sir *E. M.* of *L.* aforesaid. But now so it is, may it please your Lordship, that Sir *J. M.* Baronet, next Brother to Sir *E. M.* deceased, Father to the Testator, doth pretend Title to the Manors and Lands of your Oratrix's Husband and Oratrices Father, and doth give out in speeches that your Oratrix's late Husband had no power to devise the said Estate by his Will, and at other times, that if he had power, that he made no Will, nor any Devise thereof; and in case he made any Will, that

that he was not *compos mentis*, or of sound and disposing Memory at the making thereof: In tender consideration whereof, and forasmuch as your Oratrix and Oratrices Witnesses or most of them that can prove the said last Will and Testament, and Codicil of the said Sir E. M. are aged and infirm, and to the intent she may examine them in this Court for preservation of their Testimony for proof of the said Will and Codicil, and that the same Will and Codicil by which the said Manors and Lands are devised, may be produced by your Oratrix and Oratrices in this Honourable Court, and their Evidence, Depositions and Testimony thereof, and touching the same may be here preserved, for the making out your Oratrix and Oratrices Title to the said Manors, Lands and Premises: And to the end your Oratrix and Tenants Possession in the said Manors, Lands and Premises may by this Honourable Court be quieted and established, and that your Oratrix and Oratrices may be relieved in all and singular the Premises: May it please your Lordship, the Premises considered, to grant unto your Oratrix and Oratrices His Majesty's most Gracious Writ of *Subpœna* directed to the said Sir J. M. Baronet, thereby commanding him at a certain day therein limited and expressed, Personally to be and appear before your Lordship in His High and Honourable Court of Chancery to make Answer unto all and singular the Premises aforesaid, and to stand to and abide such Order therein, as to your Lordship shall seem meet,

And your Oratrix and Oratrices shall ever  
Pray, &c.

*A Bill to preserve the Testimony of Witnesses to a Will with several Codicils recited in hæc verba.*

To the Right Honourable George Lord Jeffreys, Baron of *Wem*, Lord High Chancellor of *England*.

Complaining shew unto your Lordship, your Orators and Oratrices, *J. Dutchess Dowager of N. Widow and Relict of the most Noble H. late Duke of N. Earl Marshal of England*, the Lord *G. H.* the Lord *T. H.* and the Ladies *K. N.* and *P. H.* Sons and Daughters of the said *H.* and *J. Duke and Dutchess of N. Infants*, under the Age of one and twenty years by *C. M.* their *Prochein Amy* and Guardian, That the said late Duke of *N.* being in his life time, and at the time of his death, seised in his Demesne as of Fee-simple, or some other Estate of Inheritance, whereof he had power to dispose by his last Will and Testament in writing of and in all those Manors of *R. and K.* and the Rectory of *R.* in the County of *T.* and the Manor of *G. alias G. D.* in the County of *D.* and the Advowson of the Vicarage, Parsonage or Parish-Church of *G.* and of and in several other Messuages, Lands, Tenements and Hereditaments hereafter mentioned, and being so seized, and of sound and disposing mind and memory, he the said Duke of *N.* did on or about the twentieth day of *January 1682*, make his last Will and Testament in writing in the Words, or to the effect following: (That is to say) In the Name of God, *Amen*, I *H. Duke of N.* being of sound and perfect Health, Mind and Memory, thanks be to God, do make and ordain this my last Will and Testament: First, I bequeath my Soul into the Hands of Almighty God, firmly trusting to be saved by the Merits of the bitter Death and Passion of my Saviour Jesus Christ, and my Body to the Earth to be decently Buried, without Funeral Pomp or Ceremony amongst my Ancestors, if conveniently

veniently it may be ; I hereby revoke all former Wills by me made ; and as touching and concerning that Temporal Estate, both real and Personal, wherewith it hath pleased God to bless me, I give, devise and dispose of the same as followeth : *Imprimis*, I give and devise all those Manors of *R.* and *K.* and the Rectory of *R.* in the County of *T.* and all that my Manor of *G.* *alias* *G. D.* in the County of *D.* and the Advowson of the Vicarage, Parsonage or Parish-Church of *G.* all that Messuage or Tenement, with the Appurtenances in *N.* four Acres of Arable Land, and one of Meadow lying together in the Demesnes of *N.* aforesaid in the Counties of *C.* and *S.* or one of them : All that my Capital Messuage in *W.* in the County of *S.* together with the Messuage by me lately purchased of *A. B.* and *J. S.* Esquires, in *W.* aforesaid, with the Gardens, Orchards and Appurtenances to the same belonging, or therewith held and enjoyed ; and all that my Messuage or Tenement with the Appurtenances and the Gardens and Orchards thereto belonging, situate and being in the City of *N.* and County of *N.* commonly called *C. Gardens* ; Also all that Wharf or parcel of Ground used for a Wharf in the Parish of *L.* in the said County of *S.* now or late in the tenure or occupation of *B. C.* his Assigns or Undertenants ; all that my Messuage or Tenement in *A.* I say I give, devise and bequeath all and every the aforesaid Manors, Messuages, Lands, Tenements and Premises in the said Counties of *N. Y. D. C. S. S.* and *M.* and all other my Lands, Tenements or Hereditaments of what nature or kind soever, in all or any of the said Counties or elsewhere, within the Kingdom of *England* or elsewhere, unto my dear and loving Wife *J.* Dutcheß of *N.* to have and to hold during her life, in full satisfaction of her Dower, and upon trust and confidence, and to the intent that she my said Wife shall and will by and with some part of the Rents and Profits of the said Manors and Premises, bring up and maintain the Children between us. And my Will is,

that

that she my said Wife shall during her Life, make such allowance to my said Children for their Education and Maintenance as she in her discretion shall think fit, my Son C. being the eldest to have a more liberal Allowance, and all their Maintenances and Allowances not to exceed in the whole one third part of the clear Rents and Profits of my said Manors and Premisses in the Counties of D. and T. And if the number of my said Children so to be maintained shall by Death, Marriage, or other provision or accident be reduced under the present number of five, then the whole Maintenance among them not to exceed a fourth part of the said clear Rents and Profits of the said D. and T. Shires Estates. *Item*, I give and devise the said Manors, Lands, Tythes and Premisses herein before bequeathed to my said Wife, from and after her Death unto my Son G. H. and the Heirs Male of his Body begotten, charged and chargeable with the Provisoes, Annuities and sums of Mony as herein-after is mentioned; and for want of such Issue, to my Son J. H. and the Heirs Male of his Body charged and chargeable with the sums of Mony herein-after mentioned; and for want of such Issue to all and every Son and Sons that I shall have begotten on the Body of my said Wife, J. D. of N. or that she shall be *enseint* with at the time of my Death, and to the Heirs Males of their several Bodies severally and successively, the elder and his Heir Males to be always preferred and taken before the younger; and for want of such Issue to and among my Daughters K. A. and P. H. and all or any other Daughter or Daughters that I shall beget on the Body of my said Wife J. Dutchess of N. or that she shall be *enseint* with at the time of my Death, and the Heirs of the Bodies of my said Daughters; and if all or any of them die without Issue, to remain to the Survivors of them my said Daughters and the Heirs of their Bodies; and for want of such Issue to my Son the Lord T. H. and his Heirs for ever. Provided always, and I do hereby will and devise that it shall and may be lawful to and for my said Wife by any Deed

or Writing under her Hand and Seal, testified by two or more Witnesses, to grant, limit and appoint to my said Son *J. H.* and the Heirs Male of his Body begotten, or for any lesser Estate determinable on his death, so much and such part of the said Manors and Premisses as she in her discretion shall thing fit and convenient, such part and so much to be granted, limited and appointed not to be less than one hundred Pounds *per annum*, nor to exceed one thousand Pounds *per annum*, Provided also, that it shall and may be lawful to and for my said Wife by any Deed or Writing under her Hand and Seal, testified by two or more VVitnesses, to grant and appoint any Sum or Sums of Money payable to my Daughters *K. A.* and *P. H.* or any other my Child or Children that I may hereafter have by my VVife to be charged and chargeable upon the said Manors and Premisses, so as such Sums to be charged or appointed to be paid out of the said Premisses be not less than five hundred Pounds, and do not exceed three thousand Pounds a piece, payable to such Daughter or Daughters, Child or Children, or any equivalent by way of Annuity, or so much of the Estate in Fee to that value. And in default of such Grant and Appointment to be made by my said VVife to the benefit of or to the said *J.* I give and devise unto my said Son *J. H.* for and during his Life one Annuity or yearly Rent charge of five hundred Pounds to be issuing and going out of all and every the said Manors, Lands and Premisses, to commence from and immediately after the death of my said VVife, with power to distrain for non-payment of the same, to be payable at two Feasts or days of Payment in the Year (that is to say) the Feasts of the Annunciation of the blessed Virgin *Mary* and *St. Michael* the Arch-Angel, by equal portions, the first Payment to begin and be made on such of the said Feasts as shall first happen next after the decease of my said dear VVife. And for want of such Grant and Appointment to be made by my said VVife unto my Daughter *K. H.* then I give and bequeath to her for her Life one Annuity or yearly Rent charge of

two hundred Pounds to be issuing out of the said Manors and Premisses, and to commence after the death of my said VVife, with power to distrain for the non-payment thereof, to commence and be payable and paid at the Feasts-days as aforesaid: And in case my said VVife shall not make any Grant, Appointment to or for my said Daughter *A. H.* then I give and bequeath to her for her life time, one Annuity or yearly Rent-charge of two hundred Pounds to be issuing out of the said Premisses, with power to distrain for non-payment thereof, and to commence and be payable and paid at the Feasts days, and in manner as aforesaid; And in case my said Wife shall not grant and appoint to and for my said Daughter *P. H.* in such manner as aforesaid, then I give her during her Life the like Annuity or yearly Rent of two hundred Pounds to be issuing out of the said Premisses, with power to distrain for non-payment thereof, and to commence and be payable at the Feasts days, and in manner as aforesaid. And under the like Condition, I give two hundred Pounds *per annum* a piece to every other of my Children that shall be begotten on my said Wife, during their respective Lives, which my said Wife shall not make any Grant or Appointment for, according to the Proviso or Power herein before contained. and direct the said Annuities so bequeathed to my said Daughters and younger Children, and for want of Appointments to be made by my said Wife, to commence after the death of my Wife, and to be paid half-yearly at every *Michaelmas* and *Lady-day*, the first payment to be at such of the said Feast days as shall next happen after my said Wife's decease. And my VVill is that none of my said Children shall have their said Annuities in case my said VVife shall execute her Power, and make any Grant or Appointment for them out of the said Estate. *Item*, I give all my Arrears of Rent, Leases, Debts, Jewels, ready Mony, and all and every my personal Estate whatsoever to my said VVife *J. Dutchess of N.* And of this my VVill I make, constitute and ordain my worthy Friends *S. F.* and *D. S.* Esquires, and

and my Servant *C. M.* in trust for my said *VVife*, Executors, and do devise to them the Custody and Guardianship of my said Children and their Estates, till their respective full ages of one and twenty years: In witness whereof I have to this my last Will and Testament set my Hand and Seal this twentieth day of *J.* one thousand six hundred eighty two, *N.* and *M.* signed, sealed and published by the said *H.* Duke of *N.* for and as his last Will and Testament, in the presence of *P. R. N. F. R. R. P. L.* And afterwards the said *H.* Duke of *N.* having a desire to make some alteration of his said Will of the Bequests therein mentioned, and to give some other Legacies to other persons than are given by his said Will, did on or about the fifth day of *J.* last annex a Codicil thereunto in the words following: (That is to say) A Codicil to be annexed to my last Will. *VV*hereas I have by my last Will devised and limited my Manors of *R.* and *K.* and the Rectory of *R.* in the County of *T.* my Manor of *G.* *alias G. D.* in the County of *D.* the Advowson of the Vicarage of *G.* my Messuage and Lands in *N.* my Capital Messuage at *W.* with that other lately bought of Mrs. *B.* and others, my Messuage and Gardens called *C.* Gardens, my *VV*harf or Ground now or late in the possession of *B. B.* and all other my Lands, Tenements and Hereditaments, of what nature or kind soever within the Kingdom of *England*, unto my Daughters *K. A.* and *P.* and other the Daughters by my now *VVife J.* Dutcheſs of *N.* and the Heirs of their Bodies in Remainder after the Deaths of my Sons the Lord *G. H.* and the Lord *J. H.* without Issue Male of their Bodies, with Remainder over to my Son the Lord *T. H.* and his Heirs: Now I do hereby revoke the said Devise of the said Remainders to and among my said Daughters, and also the said Remainder in Fee, thereby devised to my said Son the Lord *T. H.* and all other Devises and Bequests in my said *VV*ill contained of any my Manors, Lands or Tenements to my said Daughters, or to my Son the Lord *T. H.* And I do hereby devise and appoint, that after the particular  
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Estates in the said Manors, Messuages and Premisses in and by my said Will given and bequeathed to my said dear Wife for her Life, and afterwards to my said two Sons G. and J. in Tail Male successively shall cease and determine: That then all and every my said Manors, Messuages, Lands and Premisses (except my Messuage in A. which I have disposed of by Deed) shall be and remain unto Sir H. G. Knight, and N. F. Gent. their Executors and Administrators for the full term of one thousand years, without impeachment of Waste. In trust, either by perception of Profits, or by sale of all or any of the Premisses, to raise the Sum of ten thousand pounds to be paid to such person or persons as my said Wife J. Dutchess of N. shall by any Writing under her Hand and Seal appoint and direct, and for want of such direction and appointment, to the Executors or Administrators of my said Wife, as also the several Sums of two thousand pounds a-piece for every of my said Daughters, to be paid to them as an addition to their Fortunes, over and above such Sums of Money or Annuities as I have appointed and impowred their Mother, my Wife, the Dutchess of N. to grant or appoint unto them, or that I have by my Will given unto them in default of such Grant or Appointment of my said Wife, my intent being only to revoke their Remainder or Estates in the said Manors and Premisses, and not any Sums of Money or Annuities thereout payable or Estates that their said Mother hath by my said Will a power to grant them. And under this farther Trust that the said Sir H. G. and N. F. their Executors and Administrators (in case my said Sons the Lord G. H. and J. H. shall die without Issue Male) shall in like manner by Profits or Sale raise and pay the Sum of three thousand pounds a-piece to the Daughters of my said Sons the Lord G. H. and J. H. as shall live and attain to the Age of one and twenty, or live to be married; in case there be one, two or three such Daughters, and no more. And in case they shall

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have

have more than three Daughters that shall live and attain to that Age, and not leave any Issue Male; then in trust either by Profits or Sale to raise the Sum of ten thousand pounds to be equally divided among the said Daughters: And after the end of the said term of one thousand years, and after the Trusts of the same determined or performed, then I devise all and every the said Manors, Lands and Premises to my Son and Heir apparent, the Right Honourable *H.* Earl of *A.* and the Heirs Males of his Body, and for want of such Issue, to my said Son the Lord *T. H.* and his Heirs. I give and bequeath one hundred pounds to *M. T.* the Wife of *D. T.* Esq; and the like Sum of one hundred pounds to *E. H.* Daughter to Widow *S.* I give unto *C. H.* the Sum of ten pounds; to each of my Servants at the time of my death, besides the Wages due to them, half a years Wages. I recommend to my Wife to bestow something in Charity to poor People, but leave the *quantum* wholly to her discretion. I give my Daughter, the Lady *F.* and her Children, Ten pounds *per mens.* for one year next after my decease; and in case her Husband does not take her home in that time, then I appoint 100 pounds to be paid for carrying her and her Child over to *Madrid* to her Husband there: And I recommend the care thereof to my said Son the *L. T.* to see this done. I forgive my Brother *C. H.* the Moneys which he oweth me (which I compute to amount to about seventeen hundred pounds) upon Condition, that he do within six Months after my decease, release unto my Executors all Demands. I earnestly desire my Son, the Lord *A.* to be kind and respectful to my said Wife and her Children, and be assisting to them in what he may. As for such Moneys as my sister the Lady *E.* hath at any time received of me, or that are owing by her to me, I bequeath the same to my said Son the Earl of *A.* and to *P. R.* and *C. B.* to be applied and disposed by them toward satisfaction of what the my said Sister can or may demand out of mine or my said Sons Estates real and personal

personal, or out of those Estates that they the said *P. R.* and *C. B.* stand seised of, or intrusted with, for me and my said Son. And my Will is, that my afore said Manors, Messuages, Lands and Tenements devised by my said VVill to my said VVife the Dutcheffs of *N.* for her Life, with successive Remainders in Tail Male to my Sons the Lords *G. H.* and *J. H.* and by this my Codicil devised in Remainder to my said Trustees for one thousand years, with successive Remainders over to my Sons the Earl of *A.* and the Lord *T. J.* be liable and subject in the first place to pay all such Debts as I have contracted, either for Money lent or expended for me, Services done, or Goods delivered, at any time or times since the first day of *December*, in the year of our Lord One thousand six hundred and eighty. And I hereby give my Executors in my said Will named, power by Sale, Lease or Mortgage of any the said Manors, Messuages, Lands and Tenements, or any other my real Estate whatsoever, to raise Moneys for payment of my said Debts (any thing before in my said Will or this my Codicil contained to the contrary notwithstanding.) In witness whereof, I have to this Codicil contained in three Sheets of Paper, set my Hand and Seal this fifth day of *J.* 1683. *N.* and *M.* Signed, sealed and published by the said *H.* Duke of *N.* and declared to be part of his last Will and Testament in the presence of *C. B. P. B. R. R. C. M.* And afterwards on or about the eighth day of *J.* last, the said *H.* Duke of *N.* did make some other alteration in his said Will, and annexed another Codicil thereunto in these words following. (That is to say) Another Codicil to be annexed to my last Will. Whereas I have by my last Will given and bequeathed to my dear Wife *J.* Dutcheffs of *N.* for her Life, all those my Manors of *R.* and *K.* and the Rectory of *R.* in the County of *T.* my Manor of *G.* alias *G. D.* in the County of *D.* the Advowson of the Vicarage of *G.* my Messuage and Lands in *N.* my Capital Messuage at *W.* with that other lately bought of

Mrs. B. and others, my Messuage and Garden called C. G. my Wharf or Ground now or late in the possession of B. C. and all other my Lands, Tenements and Hereditaments of what nature and kind soever within the Kingdom of *England*, but did by my said Will charge my said Wife's Estate for Life in the said Manors and Premises, with the payment of a third or other share of the Rents and Profits to and among my Children by her, for their Maintenances during my said Wife's Life. Now I do hereby declare my Mind and Will to be, that my said dear Wife shall not be obliged to pay or allow to my said Children out of the said devised Manors and Premises above the Sum of one hundred pounds *per Annum* apiece during my said Wife's Life, for their respective Maintenances: And I do hereby confirm and devise all the said Manors and Premises, and the whole Rents and Profits thereof to my said dear Wife to her own use, except the said several Sums of one hundred pounds *per Annum* payable to my said Children respectively for their Maintenance, during the Life of my said Wife. And my VVill is, in case either or any of my said Children shall die in the Life time of my said Wife, then the one hundred pounds *per Annum* payable to such Child or Children so dying shall cease, and not be paid or payable from or after their respective Death. And in regard I have had great experience of the Honour, Integrity and Prudence of my said dear Wife, I do therefore hereby give her full power and authority to make or let any Lease or Leases in writing under her Hand and Seal of my said Manor of G. *alias* G. D. or of any my Messuages, Lands, Tenements or Hereditaments within the said Manor of G. or elsewhere in the County of D. I say, of the whole or any part or parts thereof, for the full term or terms, number or numbers of years, so as the yearly Rent and Rents to be reserved and made payable by such Lease or Leases, or the other Rents payable for or out of the said Manor and Premises, be in the whole treble the value of the whole Rents reserved, and now payable out of the said Manor and

and Premisses by the present Tenants during their Leases now in being. And my VVill is, that my said VVife may execute such her power of making Leases from time to time, as well during the time any the present Leases of the manor and Premisses shall be or continue in being, as afterwards: And do hereby devise and confirm the said several Premisses to the respective persons and Lessees that my said VVife shall make such Lease or Leases unto for the several and respective terms to be by her demised, as aforesaid. And what is in this and my former Codicil contained, my VVill is, shall take place and be observed, any thing in my VVill to the contrary notwithstanding. And I hereby nominate my noble Friend the right honorable G. M. of H. Overseer of my Will, and do hereby desire him, as he hath alwaies been my noble, faithful Friend, so to continue his Friendship and Kindness to my dear Wife and Children. And I declare this as my last Will and Testament: In witness whereof I have hereunto set my Hand and Seal this eighth day of *J.* one thousand six hundred eighty three. *N.* and *M.* signed, sealed, published and declared by the said *H.* Duke of *N.* as a Codicil to, and part of his last Will and Testament, in the presence of *H. S. G. A. P. B. P. C. M. R. R.* as in and by the said last Will and Testament and Codicils thereunto annexed, duly signed, sealed and published (relation being thereunto had) may appear. Shortly after the making and publishing of which said Will and Codicils, (that is to say) on or about the day of *J.* last past, the said *H.* Duke of *N.* died so seised of the said Manors and Premisses, leaving your Oratrix *J.* Dutches of *N.* his Widow and Relict, and the most noble *H.* now Duke of *N.* his eldest Son, and Heir at Law, and the Lord *T. H.* and your Orators and Oratrices *G. J. K. A.* and *P. H.* his younger Children. And the said Wills and Codicils being duly sealed and published by the said *H.* Duke of *N.* when he was of sound and perfect Mind, Memory and Understanding, the same ought to stand and be performed, and your Oratrix the Dutches of *N.* and

your Orators and Oratrices her Children ought to have, hold, possess, receive and enjoy the several Estates, Annuities, Legacies and Bequests to them given and devised by the said Will and Codicils of and in the said Manors and Premises therein mentioned. But now, so it is, may it please your Lordship, that the said *H.* now Duke of *N.* the Son and Heir of the said late Duke, doth deny that the said *H.* late Duke of *N.* ever made and published the said Will and Codicils, and sometimes pretendeth that the said late Duke had no power to make such VVill and Codicils, and devise the said Manors and Premises as thereby he hath done, and at other times that the said late Duke was not of sound and disposing Memory and Understanding at the sealing and publishing of the said VVill and Codicils, although he the said now Duke well knows or believes the contrary. And the said now Duke threatens, that when the said VVitneses to the said VVill and Codicils are dead, that then he will contest the same and the validity thereof, and set up his Title as Heir at Law to the said Manors, Lands and Premises. All which doings of the said Duke are contrary to Equity and good Conscience. In tender consideration whereof, and forasmuch as your Orators and Oratrices cannot examine their VVitneses *in perpetuam rei memoriam*, to preserve their Testimony, and prove the due sealing and publishing of the said VVill and Codicils, without the aid and assistance of this honourable Court: To the end therefore that the said *H.* Duke of *N.* may set forth and discover whether the said late Duke of *N.* his Father, did not make such VVill and Codicils as are herein before set forth, and whether he doth not know or believe that the said late Duke was *compos mentis*, and of sound and disposing Mind and Memory and Understanding at the sealing and publishing of the same, and whether he had not good power and authority to make such VVill, and to devise the said Manors and Premises in such manner as by the said VVill and Codicils he hath done: And that the said now Duke may true Answer make to all and singular

gular the Premisses . And that your Orators and Oratrices may have the aid and assistance of this honourable Court to examine their VVitnesse*s in perpetuam rei memoriam*, for preservation of their Testimonies, and may have such Relief in the Premisses as is usually given in such Cases. May it please your Lordship to grant unto your Orators and Oratrices your Lordship's Letter to be directed to the said *H. Duke of N.* thereby requiring him,  
*&c.* *A. P.*

*A Bill in the Exchequer for Tithes.*

To the Right Honourable, *&c.*

Humbly complaining, sheweth unto your Lordships, your daily Orator, *J. J. Clerk*, Vicar of the Parish Church and Vicarage of *B.* in the County of *L.* Debtor and Accomptant to his Majesty, as by the Records of this Court appeareth, That your Orator, about forty years since, was lawfully presented unto, admitted, instituted and inducted into the said Church and Vicarage. By virtue whereof your Orator ought to enjoy all the Tithes, Duties and Profits whatsoever belonging to the said Vicarage, as your Orator's Predecessors, the former Vicars thereof have heretofore enjoyed the same. And your Orator farther sheweth, That from the time whereof the Memory of Man is not to the contrary, or otherwise by some ancient Endowment or Composition, the Vicar of the said Parish Church and Vicarage for the time being, hath been entituled unto, and hath from time to time received, and ought to take, receive and enjoy all the Tithes of Hay, and all the small and privy Tithes yearly from time to time coming, growing, happening, increasing and renewing within the said Parish of *B.* and the tithable places thereof. And that all the Tithes of Hay, Calves, Sheep, Lambs, Wool and Milk, and all other small Tithes, yearly arising, happening, growing, increasing and renewing within the said Parish, and the tithable places thereof, by virtue of such Custom, antient  
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Endowment or Composition, ought to be paid in Kind unto the Vicars of the said Vicarage for the time being, or else some Rate, Composition, or Sum of Money in lieu of the same, and so ought to have been paid and rendred to your Orator, as Vicar thereof. And your Orator farther sheweth, that *S. S.* of, &c. did in the year of our Lord 1660, and 1661, occupy and possess about thirty Acres of Meadow Ground, and about sixteen Acres of Pasture Ground within the said Parish, and yearly mowed the Grass growing upon the said Meadow Ground, and made the same into Hay, and Inned the same, amounting (in the whole) to the number of sixty Load of Hay and upwards by the year, every Load being worth about 20 *s.* the Tythe of which Hay was yearly worth about 6 *l.* And he the said *S. F.* did yearly keep and depasture within the said Parish, and the Tythable places thereof, about eight Milch Cows, and two hundred Sheep, and had yearly slain from the said Cows about eight Calves, and had yeaned about one hundred Lambs yearly from the said Sheep, and did yearly clip and shear from the said Sheep about two hundred Fleeces of Wool; every Calf being worth about 12 *s.* and every Fleece of Wool about 4 *s.* The Tythes of which Calves, Lambs and Wool, were yearly worth 50 *l.* and upwards. And he the said *S. F.* had and kept yearly within the said Parish, and the Tythable places thereof, several other things Tythable, the Tythes whereof were yearly worth 5 *l.* And your Orator farther sheweth, that *J. N. S. N. H. &c.* have severally and respectively within the said several years of our Lord 1660, and 1661, occupied, and possessed several Meadow Grounds and Pastures, lying and being within the said Parish, and the Tythable places thereof, and had and kept there during all the said times severally several things tythable, and severally mowed there a great Quantity of Grass, and made the same into Hay, and Inned the same. All which said Lands, Grounds, Hay, and things tythable, of every of the said persons, were

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of the like number, natures, kinds, quantities and qualities, and values as are before charged against the said *S. F.* All which said Tythes, Duties and Rates for Tythes have been due and payable for the several years aforesaid, and ought to have been paid to your Orator, as Vicar thereof: Yet now so it is, may it please your Lordship, That the said *S. F. J. N. &c.* by combination and confederacy between themselves, and together with several other persons, as yet unknown to your Orator (whose Names when they shall be discovered, your Orator prayeth may be inserted into this your Orators Bill of Complaint, and themselves made Parties thereunto, with apt words to charge them,) refuse to pay unto your Orator the said Tythes, Duties, and Sums of Moneys, pretending that Tythes in kind are not due, nor ought to be paid unto your Orator. But that some Rates or Sums of Money are due, and ought to have been paid in lieu of Tythes, and yet they refuse to make known unto your Orator what the said Rates or Sums of Money are, and to pay the same, although they have been often in a friendly manner required to make the same known, and to pay the same accordingly, whereby your Orator is in some measure disabled to pay the Debts which he oweth to his Majesty. In tender consideration whereof, and for that your Orator cannot exactly prove the several Natures, Numbers, Kinds, Quantities or Values of the said Tythes, and things tythable, but only in conjecture, as aforesaid, and therefore is remediless, save only in Equity before your Lordships in this Honourable Court: To the end therefore that they the said *S. F. J. W. N. H. and T. L.* and the rest of the said Confederates when they shall be discovered, may set forth what number of Acres of Meadow Ground and Pasture they severally and respectively occupied and possessed, and what the Rents or yearly value of the said Grounds and Pasture were, and what quantity of Grass they severally mowed, and made into Hay, in each of the said years, and what their several Tythes thereof were yearly worth,  
and

and what number of Cows and Sheep they severally depastured within the said Parish; and what number of Calves they had severally fallen; and what number of Lambs they had severally yeaned; and what quantity of Wool they severally shored; and what their several and respective Tythes of Calves, Lambs and Wool were yearly worth; and what other Tythes, or things tythable, they severally had and kept in each of the said years within the said Parish. And to the end that they the said *S.F. &c.* may discover whether Tythes in kind, or Compositions are due in lieu of Tythes, and what the said Rates or Sums of Money are, and for what things, and in what manner, and at what times payable, and may pay the same. And to the end that they the said Confederates may discover the truth thereof, and may pay unto your Orator all and singular the Tythes and Duties due in arrears as aforesaid: As also their Tythes and Duties for the future, as the same shall grow due, so long as your Orator shall continue Vicar of the said Church or Vicarage, and they the said Confederates continue to be Occupiers of any Grounds, or things tythable within the said Parish, your Orator not desiring to take the Advantage of the forfeiture of the treble Value, or of any other forfeiture, but well contenting himself with the single value only. And to the end they the said *S.F. &c.* may true Answer make to all and singular the Premisses. And to the end your Orator may be relieved therein accordingly: May it please your Lordships to grant unto your Orator his Majesties Process of *Subpoena*, under the Seal of this Honourable Court, to be directed unto the said *S.F.* and the rest of the said Confederates, when discovered, thereby commanding them, and every of them, at a certain day, and under a certain pain, therein to be limited, Personally to be and appear before your Lordships in this Honourable Court of Exchequer-Chamber at *Westminster*, then and there to answer to all and singular the Premisses, and farther to stand to, perform and abide such Order,

der, Direction and Decree therein, as to your Lordships shall seem meet.

And your Orator shall ever pray, &c.

*A Bill to redeem a Mortgage.*

To the Right Honourable, &c.

Humbly complaining, sheweth unto your good Lordship, your daily Orator *A. M.* of *L.* Son and Heir of *A. M.* late of *M.* in the County of *E.* Gent. deceased, That the said *A. M.* your Orators said late Father deceased, was heretofore, that is to say, in or about the year of our Lord, 1642. seised in his Demesne as of Fee, or some other good Estate of Inheritance, of and in all that Capital Messuage or Tenement, commonly called or known by the name of *W.* situate, lying and being in *M.* aforesaid, with all the Outhouses, Edifices, Buildings, Yards, Orchards and Gardens thereunto belonging: And also of and in all that Meadow commonly called or known by the name of *P. Mead*, containing by Estimation seven Acres, lying in the Parish of *S.* in the said County of *E.* And your Orators said Father being so of the said Messuage and Premises seised as aforesaid, he the said *A. M.* your Orators said late Father, did, in or about the Month of *J.* which was in the year of our Lord God 1644. borrow of one *A. S.* Widow, the Sum of 500 *l.* and for the securing of the payment of the said 500 *l.* with Interest the said *A. M.* your Orators said late Father deceased, in and by a certain Indenture, bearing date on or about the Twenty sixth day of *J.* in the said year of our Lord God 1644, did grant, bargain and sell the same Messuage, Lands and Premises before mentioned, unto the said *A. S.* her Heirs and Assigns for ever. Provided nevertheless, and upon this Condition, that if the said *A. M.* his Heirs, Executors, Administrators or Assigns, or any of them, did pay, or cause to be paid unto the said *A. S.* her Executors, Administrators or Assigns, at or in the then Dwelling House of *W. P. Mercer*, situate in *C.* in the County of *E.* the full Sum of 590 *l.* of Lawful Money of *England*, in manner follow-

following; that is to say, the Sum of 15 *l.* parcel thereof upon the Eighth of *J.* next ensuing the date thereof, and the like Sum of 15 *l.* more thereof upon the Twelfth of *J.* in the year 1645. And 15 *l.* more upon the Second day of *July* then next following, and 15 *l.* more on the Twelfth of *July* 1646. And 15 *l.* more on the Twelfth of *July* then next following, and 515 *l.* residue upon the Twelfth of *July* 1646. That then the said Bargain and Sale should be void, as by the Deed of Bargain and Sale on that behalf may appear. And your Orator farther sheweth unto your Lordship, that the said *A. M.* did for some time after the said Mortgage so made as aforesaid, pay the Interest of the said 500 *l.* as the same became payable as aforesaid. But the late Wars and Troubles in this Nation happening, and the said *A. M.* being thereby lately impoverished, as also by Losses and otherwise, and wanting Moneys, did neglect to continue the payment of some of the said Interest Moneys, and thereupon the said *A. S.* did about fourteen years since enter into the said Messuage and Premises, as aforesaid mortgaged unto her; and she the said *A. S.* by her self, her Servants, Agents and Tenants, did divers years together take and receive the Rents, Issues and Profits of the said Messuage and Premises. And did thereby yearly make, receive and had the Sum of 40 *l.* and upwards. And the said *A.* dying about ten years since, one *W. P.* of *C.* in the said County of *E. Mercer*, and one *W. P.* of *R.* in the said County of *E. Yeoman*, immediately after the death of the said *A. S.* did enter into the said Messuage and Premises. And for divers years together did take and receive the said Rents and Profits of the same Messuage and Premises, pretending to have some Title to the same, by or under some Demise or Grant of the said *A. S.* and of late one *T. C.* of *L. Vintner*, hath also entred into the same Messuage and Premises, and held and enjoyed the same, and taken and received the Rents, Issues and Profits thereof to his own use, by virtue or colour of some Grant, Conveyance

veyance or Estate thereof to him made, as he pretendeth, by the said *W. P.* or *W. P.* or one of them. And the said *T. C.* hath lately pulled and taken down one Barn of four Bays of Building, lately standing, and being parcel of the said mortgaged Premises, worth, &c. and upwards, to be sold, and hath removed the same Barn off from the said mortgaged Premises, and converted the same to his own use. And your Orator farther sheweth unto your good Lordship, that the said *A. M.* your Orator's said late Father, in the Month of *M.* last died, and the said Grant and Conveyance of the said Messuage and Premises so made by the said *A. M.* deceased, to the said *A. S.* deceased, being but a Mortgage for Security of Money. And the said Money intended to be thereby secured, being since paid and satisfied by the Receipt of the Profits of the Premises, by the said *A. S. W. P. W. P.* and *T. C.* or some or one of them. And in case any part of the Money thereby intended to be secured, be yet remaining unsatisfied, your Orator (who is Son and Heir to the said *A. M.* deceased) is willing to satisfy and pay the same. And so your said Orator ought to have the same, being Son and Heir of the said *A. M.* deceased, according to the Rules of Equity and good Conscience, &c. But so it is, May it please your good Lordship, that the said *W. P.* of *H.* (the said *W. P.* and *T. C.* being since dead) and the said *T. C.* do detain and keep the same Messuage and Premises from your said Orator, and by Combination and Confederacy amongst themselves, do refuse to discover which of them hath the Interest in Law in the same Bargain and Sale, or Estate so made by the said *A. M.* deceased, or by what means the same is come unto them, or either of them. And albeit the said *A. S.* deceased, the said *W. P. W. P.* and *T. C.* have raised great Sums of Money out of the Rents and Profits of the Premises, yet do they the said *W. P.* of *H.* and *T. C.* refuse to give any account unto your Orator for the same. And the said *W. P.* of *A.* and *T. C.* do give out in Speeches, that they or one of them, will hold  
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the possession of the same Premises as a forfeited Mortgage, and will take the full and strict advantage thereof in Law; so that your Orator is remediless in the Premises, save only by the aid of this Honourable Court. In tender Consideration therefore of the Premises, and to the end that the said *W.P. of H. and T.C.* may by their Answers discover and set forth what Estate or Title they or either of them do claim, in or to the said Messuage and Premises, and under what Pretences or Conditions, what Moneys were intended to be thereby secured, and to whom, and what they or any of them, or the said *A.S.* deceased, have received by the Rents and Profits of the Premises, or otherwise, towards satisfaction of the said Debt, so secured by the Premises as aforesaid. And may accopt to him your said Orator concerning the same. And that in case the same shall appear to be satisfied, (or otherwise if any Accompt be due upon the same) that upon your Orator's Payment of what shall appear to remain unsatisfied, they may reconvey the said Mortgaged Estate to your Orator, or otherwise dispose thereof as your Orator shall appoint, and may not be allowed to take advantage of the Forfeiture of the said Mortgage. And that your Orator may be relieved in all and singular, &c. May, &c.

*A Bill to be relieved upon breach of Covenants by the Defendants, who have brought an Ejectment against the Plaintiff at Common Law.*

Drawn by Mr. Feltham of Grays-Inn.

To the right Honourable, &c.

Humbly complaining sheweth unto your Lordship, your Orator *C. S. of N.* in the County of *N.* Esq; That *Sir H. W. and F. W.* or one of them, being seised in Fee, or having good power and authority so to do, did by Indenture, bearing date on or about the 21st day of *January*, which was in the Year of our Lord 1649, de-

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mise unto one *J. P.* then of *M.* in the County of *N.* Esq; and *J. S.* of *N.* aforesaid Esq; deceased, one Cottage or Tenement called *M.* lying on the East side of the River *O.* in *N.* aforesaid, with six Acres of Arable Land, lying in *H.* Field in the said County, together with all the several Fens, and fenny Grounds of him the said Sir *H. W.* on the West side of the said River *O.* and lying and being within the Parishes of *H. S. L.* and *W.* to commence from the Feast of *St. Michael* the Arch-angel, in the Year of our Lord 1650, for the term of 21 Years, from thenceforth fully to be compleat and ended, at and under the yearly Rent of 42 *l.* 10 *s.* In which said Lease the said Sir *H. W.* and *F. W.* did thereby agree and covenant, that it should be lawful for the said *J. P.* and *J. S.* their Executors, Administrators and Assigns, during the said Term to make upon the said fenny Grounds, or any part thereof, Banks, Sluces, Drains and Ditches, for improving and draining the Common and Premises. And the said Sir *H.* and *F. W.* did, in and by the said Indenture of Demise agree and covenant to make unto them the said *J. S.* and *J. P.* a new Lease of the said demised Premises, and every part and parcel thereof for 21 years more to commence from and after the expiration of the said former Lease, as by the said Lease, if produced, the same would more fully and plainly appear. And in consideration and confirmation thereof they the said *J. P.* and *J. S.* and your Orator, to whom the said Lease, and the Interest thereof afterwards came by good and lawful Assignment laid out and expended divers great Sums of Money in draining, banking, ditching, fencing, and other Improvements in and upon the Premises to the value of 100 *l.* at least. And your Orator farther sheweth that the Reversion and Inheritance of the said demised Premises, coming afterwards unto Sir *J. W.* since dead, who had or could not but take notice of the said Covenant and Agreement for a farther Term of Twenty One Years as aforesaid, the counterpart of the said Lease coming to the Hands, Custody

Custody or Knowledge of the said Sir *J. W.* And the said *J. S.* and *J. P.* having also in consideration of the said Lease and Covenants and Agreements therein contained, built several Houses upon the said demised Premises at their own proper Costs and Charges they, or one of them did request of him the said Sir *J. W.* ( in performance of the said Agreement and Covenant, which he well knew, or had credibly heard of, and did believe the same ) to make a new Lease for other 21 years accordingly, but he refused so to do. And the said Sir *J. W.* departing this Life, left Issue *E. W.* his only Daughter and Heir. And Dame *S.* his Relict, who being Mother and Guardian to the said *E.* soon or not long after intermarried with the late Lord *F.* who although they had seen the Counterpart of the said Lease and Covenant or Agreement to make a new Lease, or had heard thereof, and been requested at lest to permit Enjoyment of the said demised Premises accordingly, did on or about the 22d day of *March* in the 23d Year of his now Majesty's Reign make a Lease of the said Premises, and also of a piece of Ground called the *Lord's Piece*, unto one *J. T.* for the Term of eleven years, to commence from the 25th day of *March* last mentioned, at and under the yearly Rent of 28 *l.* a year and received, had and took 180 *l.* Income or Fine for the same from him the said *J. T.* for the use and benefit of the said *E. W.* as her Guardian, she being then an Infant. And the said *J. T.* being possessed of the said Premises by virtue of the said Lease, paid the said Rent to the said Lord *F.* as Guardian in right of his Lady to the said *E. W.* And your Orator having a right to have had a Lease thereof for 21 years by and under the said Covenant and Agreement in the said Lease made to the said *J. P.* and *J. S.* but not well knowing how to have the same in regard of the Infancy of the said *E. W.* the Heir did to gain the Possession of the Premises take an Assignment of the said Lease to the said *J. T.* and the same is by good and sufficient Assurance in the Law, assigned unto, and vested in your Orator for and during the Remainder

mainder of the Term therein to come and unexpired And your Orator paid the said Rent for the same to the said Lord F. and Dame S. his said Wife, as Guardian (as aforesaid) during his Life. And the said Lord F. dying, the said Dame S. as Relict received the said Rent, and hath since intermarried with Sir G. S. Knight, Lord Viscount C. in the Kingdom of *Ireland*, to whom as Guardian to the said E. W. in the Right of his Lady, and also as Guardian to N. S. Esq; who hath since intermarried with the said E. W. the said yearly Rent of 28 l. hath been paid by your Orator, and he accepted the same till Lady-day now last past when, or to which time and since, *viz.* at or about *Michaelmas* last past your Orator also tendred all the Rent in arrear to the said Lord Viscount C. or his Receiver or Bailiff. Although as your Orator farther sheweth there hath been taken away from your Orator of the said demised Premises 400 Acres by the Adventurers for the great Level of the Fens, and 200 Acres by one G. P. And your Orator is, and hath been deprived of a great part of the Common and waste Ground lying Common, belonging to the demised Premises by reason of the inclosing of the said Common and Waste by the said Sir J. W. and such as claimed the Reversion of the Premises, Lord or Lords of the Mannor to which the same doth belong, without any consent of your Orator, or his having his proportionable part of Common set out, and allowed to him in lieu thereof. By reason whereof, and of frequent Breaches of the Sea and Inundations, the said demised Premises have been of little value to your Orator, and your Orator much dampnified in the Premises, and never had any Apportionment of Rent or other satisfaction or allowance made for the same. And although your Orator hath been at so great Charges, and suffered so great Losses, and paid and tendred his Rent as aforesaid, and ought in Equity not only to enjoy the said demised Premises until the Expiration of the said Term of eleven years, but also unto the End and Expiration of the said second Term of 21 years, according to the said Co-

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venant and Agreement. And notwithstanding the said Fine paid and received as aforesaid; yet now so it is, May it please your Lordship, that the said *N. S.* and *E.* his Wife being yet in their Minorities, and under the said Guardianships or Tuition of the said Sir *S. G.* Lord Viscount *C.* and Dame *S.* his Wife, or one of them, and having gotten all the Deeds, Evidences and Writings into their Custody, have lately delivered several Declarations in Ejectment to your Orator's Tenants of the Premises in the name of the said Lord Viscount *C.* Lessee therein to evict your Orator and his Tenants out of Possession of the Premises. And your Orator farther sheweth, That one *R. B.* Esquire and *M.* his Wife, and *M. A.* her Sister, Daughter of Sir *T. A.* Baronet, do likewise pretend and claim Title to the said Premises by virtue of some Conveyance thereof to them the said *M.* and *M. A.* and their Heirs, or otherwise from the said Sir *J. W.* or Sir *H. W.* And they by virtue or colour thereof do likewise demand the Rents, Issues and Profits of the Premises, and an Accompt thereof. And to that end and purpose they have made some Entry or Entries upon your Orator to intitle them thereunto, and do threaten that they will also bring Actions of Ejectments, and for the mesne Profits against your Orator; whereas if they have any such Conveyance, the same is after the Covenant in the said first Lease to the said *J. P.* and *J. S.* for making another Lease for 21 years, and notice thereof, or at least after they had heard thereof, and of the said Lease. And the abovenamed Persons combining together, or to and with divers other Persons do so disturb your Orators Tenants in their quiet Enjoyment and Possession of the Premises, that they will not pay any Rent unto your Orator by Reason of such Disturbances. All which doings are contrary to all Right, Equity and good Conscience. In tender Consideration whereof, and for that your Orator's Title is only in Equity, and is utterly remediless at and by the strict Rules of the Common Law of this Land. And your Orator's Witnesses, which could prove the Pre-

Premises are either dead, or gone into parts remote beyond the Seas altogether unknown unto your Orator. To the end therefore that the said Sir G. S. Lord Viscount C. and Dame S. his Wife, N. S. Esquire, and E. his Wife, R. B. Esquire, and M. his Wife, and M. A. may upon their several corporal Oaths set forth whether they do not know, have heard, and do believe there was such a Lease made to the said J. P. and J. S. with such Covenant and Agreement therein for a new Lease, as is above mentioned. And whether there was not such a Lease made to the said J. T. as aforesaid, or what Lease was made unto him, and by whom, and what Fine or Income was paid for the same, and who received the same. And whether they do not know, or have heard, and do believe that your Orator, and those whose Interests he claims, have not had great quantities of the said Fenny Grounds and his Common, and how much thereof taken away from him or them, and how much, and by whom, and when and whether any Apportionment of Rent, or other satisfaction or allowance, and what hath been made to your Orator for, or in respect thereof; and may set forth whether the said Dame S. S. did not receive the said Rent of your Orator during her Widowhood, and the said Lord Viscount C. or his Bailiff or Receiver since their Intermarriage, and what Rent hath been paid or tendred by your Orator, and to whom, and when, and for whose Use such Rent as has been paid, hath been received. And that the said Confederates may set forth what Title they respectively claim unto the said Premises, and by and from whom, and how, and the respective Dates and Times thereof; And whether they derive their Titles from or under the Title and Estate of the said Lessors of the said J. P. and J. S. And what Title the said N. S. intends to insist upon at the Trial of the said Ejectment. And whether he or the said Lord C. have not got the Deeds, Evidences and Writings which would evidence and maintain your

Orator's Title and Interest. And when they had first notice, or heard of the said Lease made to the said J. P. and J. S. and of the Covenant and Agreement therein for a farther or new Lease thereof for one and twenty years. And that the said Confederates may answer all and singular the Premises, and what they know, or have heard, and do believe in and touching the same, and every Circumstance thereof, as if the same were again more fully repeated and interrogated. And that your Orator may be relieved therein according to Right, Equity and good Conscience, May it please your Lordship to grant unto your Orator his Majesty's Process of *Subpœna* to be directed to them the said Sir G. S. Lord Viscount C. and Dame S. his Wife, N. S. and E. his Wife, R. B. and M. his Wife, and the said M. A. thereby commanding them, &c.

*Owen Feltham.*

*A Bill brought by one who was Security for a Prisoner, against the Marshal of the King's Bench, for entring up Judgment of 500 l. against him, and assigning the same over as a Security to another, upon pretence of an Escape, whereas in truth there was no Escape committed.*

To the Right Honourable *Edward Earl of Clarendon,*  
Lord High Chancellor of *England.*

Humbly complaining, sheweth unto your Honour, your Orator *T. M. Esq;* that your said Orator did become bound together with one *G. E.* and one *F. G.* on or about the 12th. day of *July* in the year of our Lord one thousand six hundred fifty and nine, in one Bond of five hundred Pounds or thereabouts, unto Sir *J. L.* Knight, with Condition that the said *G. E.* should be and continue a true Prisoner unto the said Sir *J. L.* during the time of his Imprisonment until he should be thence from lawfully discharged; the Condition of which Bond is as followeth in these words ( or words to this effect )

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The Condition of this Obligation is such, That if the above bound *E. G.* now Prisoner in the Prison of the *King's Bench* in *Southwark*, do and shall from henceforth remain, be and continue a true Prisoner in the Custody, Guard and safe keeping of the above-named Sir *J. L.* Knight, Marshal of the same Prison, and in the Custody, Guard and Safe keeping of his Deputy, Officers and Servants, or some or one of them, until he shall be lawfully discharged, without committing any manner of Escape or Escapes during the time of his Restraint; then his present Obligation to be void and of none effect, or else to be and remain in full power, force and virtue. And your Orator farther sheweth unto your Honour, that at the same time he your said Orator did, together with the said *G. E.* and *F. G.* sign, seal and deliver one other Bill or Writing, wherein he was bound to the said Sir *J. L.* in thirty Pounds, with Condition that the said *G. E.* should pay unto the said Sir *J. L.* three Shillings and three Pence every Week for his Chamber-rent during his Imprisonment: And your Orator, together with the said *G. E.* and *F. G.* did also at the same time seal and deliver one other Writing in the nature of a Warrant of Attorney, to confess a Judgment upon the said Bond of eight hundred Pounds, with several Clauses therein mentioned, that if the said *G. E.* should make an Escape out of the Custody of him the said Sir *J. L.* his Deputies or Servants, and that the said Sir *J. L.* was thereby dampnified, that then it might be lawful for him the said Sir *J. L.* by his Attorney, to enter up Judgment against your Orator, and the said *G. E.* and *F. G.* severally. Now so it is, May it please your Honour, That one *A. F.* under the pretence of an Escape of the said *G. E.* (as your Orator is informed) hath brought a Bill or Declaration against the said Sir *J. L.* for an Hundred twenty seven Pounds Debt and Costs of Suit, to which Bill or Declaration is pleaded a fresh pursuit and re-taking, and no farther Proceedings thereupon had. And since that time the said *A. F.* by

Connivance, Subtily, Frand and Cunning, hath gained and perswaded the said Sir *J. L.* to make and assign over to him and to his Use the said Bond and Judgment of five hundred Pounds or thereabouts, contrary to Equity and good Conscience, and to the utter Ruine of your Orator without the favourable Relief of this Court. And your Orator farther sheweth unto your Honour, that in all such Cases, where the said Sir *J. L.* is sued as Marshal, for the Escape of any Prisoner, it is and hath been the Custom of the said Sir *J. L.* to permit and suffer the Prisoner or his Security, to defend the same, and no security to be assigned before Verdict and Judgment obtained against him the said Sir *J. L.* as Marshal of the said Prison; And your Orator did desire and request the said Sir *J. L.* that he might have liberty to defend himself in that Suit against him by the said *A. F.* and did offer that if the said Sir *J. L.* were cast, then your Orator would pay and discharge all such Money as the Court should adjudge against him; all which your Orator hopes to prove. And for that your Orator can have no Relief but in this Honourable Court against the said Judgment, most wrongfully and unjustly entred up. And your Orator doth aver, that all Charge and Cost of Suit hath been paid by *G. E.* the Prisoner by your Orator's Order, and that the said *A. F.* hath given to the said Sir *J. L.* a discharge (all and every the truths and certainties in this Bill alledged, his Witnesses that could prove all and singular the Premisses being dead, or in remote places unknown to your Orator) For a Relief in the Premisses, to the end the said Sir *J. L.* and *A. F.* and either of them, may upon their severall and respective corporal Oaths, answer all the matters and things in this Bill charged. And may set forth when the Escape was made, and, how long since a Declaration was brought against Sir *J. L.* and whether the said *G. E.* was not brought into Prison by one of Sir *J. L.* his Servants since that time; And whether the said *G. E.* be not now in Prison under the Custody of Sir *J. L.* at the Suit of *A. F.* And whether a  
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fresh pursuit was not pleaded upon that Accompt by Sir *J. L.* his own Order ; And whether it is and hath been a Custom for Sir *J. L.* to allow the Prisoner or his Security, to defend any Suit brought against Sir *J. L.* And whether your Orator did not desire to have that Liberty, and what Sir *J. L.* is or was dampnified before he assigned over your Orators Security; And whether Mr. *H. F.* Sir *J. L.* his Attorney was not paid all his Fees for defending the Suit by *G. E.* the Prisoner : And whether the said *A. F.* hath not released and discharged the said Sir *J. L.* of and from all and all manner of Escape or Escapes of the said *G. E.* And what consideration Sir *J. L.* or any to his use, had or is to have for assigning over the use of *A. F.* your Orators Bond and Judgment, or Warrant of Attorney to confess Judgment. And to the end the Truth may more plainly appear, it it humbly prayed, that all the Writings in the Bill mentioned may be brought into this Honourable Court, May it please your Honour to grant unto your Orator the King's Gracious Writ of *Subpœna* directed unto the said Sir *J. L.* and *A. F.* and either of them, commanding them, &c.

*A Bill to recover a Legacy.*

Drawn by Sir *Henry Beddingfield*, late Lord Chief Justice of the Common Pleas, all with his own Hand.  
To the Right Honourable *Francis* Lord North, Baron of *Guilford*, Lord Keeper of the Great Seal of *England*.

Humbly complaining sheweth unto your Honour your Orator and Oratrix *J. G.* of *L.* Goldsmith, and *M.* his Wife, one of the Daughters of *R. W.* late of *W.* in the County of *S.* deceased ; That the said *R. W.* being in his Life-time seised in his Demesn, as of Fee of and in several Mesuages, Lands and Tenements scituate, lying and being in *W.* aforesaid. And being likewise seised to him and his Heirs of and in several other Mesuages, Lands and Tenements, scituate, lying and being in *W.* aforesaid, holden by Copy of Court Roll of the Manor of

*W.* late Priory, or of some other Manor or Manors near adjacent; and having surrendered the said Copyhold Premises to the use of his Will according to the Custom of such Manor or Manors. And being so seised on or about the fourteenth day of *August* in the year of our Lord God 1659, did make his last Will and Testament in writing, and thereby amongst other things did devise all his Houses and Grounds to the use of *M. J.* his Sister, during the term of her Life. And did farther will, and bequeath all his aforementioned Houses and Grounds to be sold by his Executor to the best advantage for the raising of Portions for his Children. And of his said Will did appoint the said *M. J.* his sole Executrix, and soon after the said *R. W.* departed this Life, being seised of the said Premises at the time of his Death, as aforesaid. After whose decease the said *M. J.* in due form of Law proved the said Will, and took upon her self the burthen and execution thereof. And at a Court-Baron holden for the said Manor upon the one and twentieth day of *August* in the year of our Lord God 1660 the said *M. J.* was admitted to so much of the said Premises as were Copyhold to hold to her according to the form of the said last Will and Testament, and entred into and upon all the said Premises, and became seised thereof accordingly. And the said *R. W.* having left at the time of his death four Children, (that is to say) your Oratrix *M. T. R.* and *S. W.* she the said *M. J.* in pursuance to the authority given her by the said Will, did make Sale of the Reversion of the said Premises expectant after her death to the said *R. W.* one of the Sons aforesaid, or to one *J. P.* of *W.* aforesaid, for two hundred pounds or some other great Sum; and out of the said Purchase-Money she the said *M. J.* did pay unto the said *S. W.* the Sum of forty pounds as her proportion of the said Purchase-Money; and did likewise pay unto your Oratrix the Sum of 20 *l.* in part of her Dividend and proportion thereof. And your Orator and Oratrix farther shew that the said *M. J.* about a year since departed  
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this Life, having made her last Will and Testament, and the said *R. W.* sole Executor thereof, not having paid unto your Oratrix her full proportion of the said Purchase-Money, nor paid unto the said *T. W.* any part thereof. And the said *T.* about twenty years since dying intestate, Administration of his Goods and Chattels, Rights and Credits in due form of Law was committed and granted to your Oratrix; by reason whereof your Oratrix is rightly intituled to the share and proportion of the said *T. W.* of the said Purchase-Money; and the same ought to be paid to your Oratrix by the said *R. W.* in whose Hands so much of the said Purchase-Money was left in Trust to satisfy your Oratrix what remains of her proportion thereof, and also to satisfy the part and proportion of the said *T. W.* And your Orator and Oratrix have often requested the said *R. W.* to pay the said several Sums to your Oratrix, which he refuses to do, sometimes pretending that the said *R. W.* made no such Will, and at other times alledges, though he did make such Will and grant such authority to the said *M. J.* to sell the said Premises, yet she never in truth did make any Sale thereof to him or to any other person, and confesses that he hath entred into and holds the Possession of the Premises, as Heir at Law, to his Father the Testator, whereas in truth if the said *M. J.* did not make Sale of the Premises according to the direction of the said Will, so as the said *R. W.* is seised of the said Premises; yet nevertheless the said Testator having devised the said Premisse to be sold for the purposes aforesaid, the said Trust (notwithstanding the death of the said *M. J.*) continues; and the said *R. W.* ought to make Sale of the said Premises, and distribute the Purchase-Money among the Children of the Testator according to the direction of the said Will, or ought to pay the Value of the said Premises to the said Children, and particularly such part and proportion thereof as your Oratrix claims in her own Right, and as Administratrix of the said *T. W.* her Brother, which the said *R. W.* utterly refuses  
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to do although he hath been oftentimes requested by your Orator and Oratrix. All which actings of the said *R. W.* tend to the great Loss and Damage of your Orator and Oratrix, and are contrary to Equity and Conscience. In consideration whereof, and forasmuch as your Orator and Oratrix have no means to relieve themselves in the Premisses, but by the aid and assistance of this Honourable Court, which gives Relief against Breaches of Trust. To the end therefore the said *R. W.* may true Answer make to the Premisses, and may set forth the last Will and Testament of the said *R. W.* the Father *in hæc verba*; and may set forth whether the said *M. J.* did sell the said Premisses, or any part, or what part thereof to him the said *R. W.* the Son, or to any other person to his knowledge, and to whom, and when, and for how much Money, and what Contract or Agreement was made between him or any other person and the said *M. J.* touching and concerning the Sale thereof, and when and to whom the said Purchase-Money was to be paid, and if any part of the said Purchase-Money was paid to any of the Children of the said *R. W.* the Testator, and to which of them, and how much and when the same was paid. And may set forth by what Right or Title he or any other person or persons hold the said Premisses, and how long they have enjoyed the same with the true yearly Value thereof, and what the same are worth to be sold, and of what Manor or Manors the same are holden, and that the said *R. W.* may discover if any part of the Purchase-Money remains in his hands or any other persons in trust for your Oratrix, and the said *T. W.* and how much for them respectively, and may be decreed by this Honourable Court to pay the same to your Oratrix. And in case the said Premisses were not sold by the said *M. J.* that then the said *R. W.* may be ordered to make Sale thereof, and pay to your Oratrix her share and proportion, and the share and proportion of the said *T. W.* of the said Purchase-Money, or otherwise to pay to your Oratrix the said shares and proportions of the Value of the said

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Premises. And that your Orator and Oratrix may have such relief in the Premises as is agreeable to Equity, May it please your Honour to grant to your Orator and Oratrix his Majesty's Writ of *Subpoena, &c.*

*Beddingfield.*

*A Bill to be relieved against a Guardian to vacate a Judgment which is satisfied; and against a Solicitor (who confederating with the Guardian) vexes the Plaintiffs with an unjust Bill of Charges.*

Perused by Sir *Ambrose Philips* Serjeant at Law.

To the Right Honourable *Francis* Lord *Guilford*, Lord Keeper of the Great Seal of *England*.

Humbly complaining sheweth unto your Good Lordship your daily Orator and Oratrix *M. W.* of *D.* in the County of *B.* Gent. and *M.* his Wife. That whereas *W. Ll.* your Oratrix's late Father deceased of *M.* in the Parish of *L.* in the County of *C.* Gent. was in his Life-time, that is to say, on or about the year of our Lord God 1648, seised in his Demesne as of Fee, or of some other good Estate of Inheritance of and in the Capital Messuage called *M.* aforesaid, and also of several other Messuages, Lands and Tenements in the several Parishes of *Ll. B.* and *Ll.* in the said County of *C.* and also of and in the Capital Messuage, Lands and Tenements called *Ll. A.* and other Lands and Tenements, situate in the Parish of *Ll.* in the County of *G.* of the yearly Value of 160 *li.* beyond Reprizes. And being so seised about the time aforesaid was intermarried with *M.* one of the Daughters of *T. M.* of *Ll. B.* in the Parish of *Ll.* and County of *C.* Esq; since deceased by whom the said *W.* had Issue two Daughters, to wit, your said Oratrix and *K.* now Wife to *P. P.* of the Parish of *A.* in the said County of *C.* And  
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the said *W. Ll.* shortly after died so seized of the aforesaid Premises, and thereupon the Premises descended and came to your said Oratrix and the said *K.* as Daughters and Co-heirs of the said *W. Ll.* who being then Infants of very tender years, the said *M.* in their right entred into and possessed her self of the Premises, and for several years received the Rents, Issues and Profits thereof, and whilst she was in such Possession was married to *R. W.* now of *A.* in the County of *B. Gent.* who in right of your said Oratrix and the said *K.* and as their Guardian into the said Premises entred, and for several years received all and singular the Rents, Issues and Profits thereof, and converted the same to his own use refusing to give to your said Oratrix, or to the said *K.* any accompt thereof, or to make them any reasonable allowance thereout for their support and maintenance. Whereupon for their redress therein they made their application to *W. M.* of *Ll. B.* aforesaid Gent. who being their Uncle, to wit, their Mothers Brothers Brother, did (as he pretended) commiserate the distressed Condition of your Oratrix and the said *K.* and being by their said late Fathers Will appointed to be their Guardian, did exhibit a Bill in this Honourable Court as Guardian for and in the Right and Names of your Oratrix and the said *K.* against the said *R. W.* and *M.* his Wife, to compell them to give an accompt of the Profits of the Premises, and to make Provision for the Support, Maintenance and Education of your said Oratrix and her Sister. And for the better and more effectual prosecution of the Suit the said *W. M.* did employ *R. B.* of—in the County of *M. Gent.* who then and ever since hath acted as a Solicitor in this Court to manage and sollicite the said Cause: And within some short time afterwards the said *W. M.* pretending that much Money had been expended, and much more would be disbursed in order to the carrying on of the said Suit. For his Security therein he did prevail with your Oratrix and the said *K.* some time before they attained their full Age to give one Bond or Obligation of the Penalty of two hundred

hundred and forty pounds conditioned for the payment of one hundred and twenty pounds at some certain day then to come and now long since past, and also to seal and execute a Warrant of Attorney to confess Judgment in his Majesty's Court of Exchequer at *Westminster* in an Action of Debt of two hundred Pounds, he then faithfully promising (and so the Defeazance or Condition of the said Judgment and Bond is or ought to have been expressed) that both the said Securities were given for no other end than that thereby he might be in a capacity to recover what Money he should expend in the prosecution of the said Suit, and that the same should be void and of none effect as against your Oratrix in case she or any for her should pay or cause to be paid one Moiety of the necessary Charges incident to the said Suit, as in and by the said Defeazance and Condition (relation being thereunto had) may more fully appear, and to which for greater certainty your Orator and Oratrix do refer themselves. And after the said *W. M.* had obtained such Securities as aforesaid your said Oratrix and her Sister did at one time pay or cause to be paid the Sum of fifty Pounds, and at several other times did pay or cause to be paid several other Sums which did amount to fifty Pounds more at the least, which Sums were paid to the said *W.* before the Marriage of your said Orator and Oratrix; and he received the same in or towards the discharge of what Moneys the said *W. M.* and *R. B.* or either of them could justly demand of and from your said Orator and Oratrix and the said *K.* or either of them: Or however your said Orator and Oratrix by the aforesaid payments have paid and satisfied their full share and proportion of the Charges of the said prosecution, and they ought to be acquitted and discharged thereof, and be protected and saved harmless against the said Bond and Judgment. And accordingly the said *W. M.* did at the time of your Orator's last payment declare and promised to release your said Orator and Oratrix, and to deliver to them all the Deeds, Evidences, Writings and Copies of all the Proceedings relating to the Premises:

misses; But now so it is, May it please your good Lordship, that the said *R. B.* pretending that the said *W. M.* hath not paid him his full and just Demands, hath for Recovery of the remainder of his pretended Debt, petitioned the Honourable the Master of the Rolls to have it referred to one of the Masters of this honourable Court to take the Accompt between him and the said *M.* and having obtain'd an Order thereupon, hath in pursuance thereto brought before Sir *M. G.* Knight, one of the Masters of this Court, a Bill of his particular Demands both for Fees and Disbursements. which amounts to--- And the better to carry on a Design to wrong your Orator and Oratrix the said *B.* and *M.* by collusion between themselves do manage the matters so referred to the said Master with a design and in order to load your Orator with a great Sum of Money when in truth there is nothing really due to the said *B.* And the said *M.* doth threaten to take out Execution upon the said Judgment against your Orator for Recovery of the said *B.*'s Demands, pretending) tho' untruly) that the same are over and besides such Fees and Disbursements, which your said Orator and Oratrix, or the said *M.* or some other in behalf of your Oratrix and her Sister had discharged in manner as aforesaid, whereas they well know that all Demands whatsoever that they or either of them can make from your said Orator or Oratrix are fully satisfied and paid to the said *W. M.* who therewith promised and stands obliged to pay off and satisfy the said *B.*'s Demands, but he refuseth so to do, designing by virtue of the aforesaid Bond and Judgment to make your Orator liable to pay what the said *B.* shall recover, and permits the said *B.* to proceed for the Recovery of his Demands without any manner of opposition to make your Orator and Oratrix in respect of the aforesaid Judgment responsible for the same: For that the said *M.* and *B.* do well know (and so the truth is) that in the said Charge or Bill of particulars brought before the said Master, the said *B.* hath made several Demands for Fees and Disbursements when there was no Business in agitation nor any  
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Money disbursed, and in other places hath very much overcharged the said *M.* for Fees pretended to be paid to Council, for that the said Cause being many years depending in this honourable Court, and the said *W.* having appeared very vexatious and put your Oratrix and her Sister to great delay and charge, which tended almost to their utter ruin, they were by the said *B.* admitted to sue *in forma pauperis*, or however the Council, which the said *B.* pretended, and his Bill hath charged to receive several considerable Fees, did so far commiserate the distressed and miserable Condition of your Oratrix and the said *K.* (who for great part of the time, whilst the said Cause was in prosecution, had not wherewith to subsist or carry on the said Suit but the Charity and Benevolence of their Friends from whom they received the Moneys paid to the said *W. M.*) that the said Council neither did nor would receive such large Fees as the said *B.* hath charged the said *M.* with. And for such the said Kindness and Charity of the said Council your Orator hath since his said Marriage made his grateful acknowledgments to them; and the said *B.* hath also charged divers Sums and Fees incident to the bringing on Exceptions put in by the said *W.* to a Report made in the said Cause by Sir *T. E.* Knight, late one of the Masters of this Court, when by agreement between him the said *W.* the arguing of the said Exceptions was put off from time to time and were never argued till Easter-Term last, which was done at your Orator's Charge, so that there was not, or ought not to have been any thing paid in respect thereof; yet nevertheless he hath brought to accompt and charged in respect thereof no less than forty Pounds or some such Sum. And in many other particulars the said *B.* hath made very extravagant and unreasonable Demands, which the said *M.* is very sensible of, but doth connive thereat, he and the said *B.* purposing to share and divide between themselves all such Monies as they shall by their aforesaid proceedings get allowed in this honourable Court for the said *B.*'s Fees and Disbursements. And the said

*W. M.*

*W. M.* doth refuse to demand of the said *P. P.* and *R.* his Wife any Sum of Money for or towards the discharge of his pretended Demands, although he well knows that your Orator hath paid more than his share and proportion of the said Charges, and in truth more than in Justice or Reason they do in all amount to, and is ready to pay the Remainder (if any there be) which shall appear upon a fair and just Accompt, provided he may have an Assignment of the said Bond and Judgment to the end he may have the liberty of putting the same in Suit against the said *P.* and his Wife to reimburse himself the share and proportion of those Charges which they ought to pay: But the said Confederates refuse to come to any Accompt with your Orator, although he is ready and desirous so to do, but they would put the whole Burthen and Charge upon your Orator contrary to all Equity and good Conscience. In tender consideration whereof, and forasmuch as your Orator and Oratrix are wholly remediless in the Premisses the same being matters of Discovery known only to the said Confederates, or the Witnesses that should prove the truth thereof are dead, gone beyond Seas, or into places remote, and to your Orators unknown, or so aged and infirm that no benefit can be had of their Testimony at any Trial at Law: To the end therefore that the said Confederates may as fully answer all and singular the Premisses as if the same were here again repeated, and particularly interrogated, and more particularly that the said *R. B.* may set forth what Sum and Sums of Money he hath received at any time, and when, and from whom, for, in or towards the discharge of the Moneys to him due for his Fees and Disbursements; and may give a true and just accompt of all his Demands, and whether he hath not received more than or as much as is justly due to him; and whether he hath not in any and what particular or particulars mentioned in the Bill or Charge produced before the said Master over-reckoned, or charged any, and what Sum or Sums of Money more than his just due, and whether he hath

hath actually paid all and every the Fees, Sum and Sums of Money which he hath mentioned or charged in and by the said Bill to be paid by or due to him or how otherwise the same became due. And that the said *W. M.* may upon his Corporal Oath discover what Sum or Sums of Money he or any for him, and who by Name have or hath at any time, and when, and of whom received which was paid or satisfied or ought to be applied for or towards the satisfaction or discharge of the said *B.*'s Demands, and how the same, or any, and what part thereof hath been applied, and when, and for or upon what accompt or consideration the said Bond and Judgment, or either, and which of them were or was had or obtained. And to the end that he and the said *P. P.* and *K.* his Wife, may shew cause, if any they can, why the said Bond and Judgment should not be assigned to your said Orator, if he already hath paid or hereafter shall pay off and discharge the said *M.*'s Demands. And in the mean time that all Proceedings, both at Law and in this Court, for recovery of the Moneys secured by the said Bond and Judgment, or either of them, or for the said *B.*'s Fees and Disbursements may be stayed, and your Orator and Oratrix be relieved according to Equity and good Conscience: May it please your good Lordship, the Premisses considered, to grant to your Orator and Oratrix his Majesty's most Gracious Writ of *Subpœna* directed to the said *W. M. R.B. P.P.* and *K.* his Wife, commanding them, &c.

*Ambr. Philips*

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*A Bill of Review.*

*The State of the Question upon a former Bill brought for Dower, which was decreed to the Plaintiff; with the Reasons and Arguments in Law for the Defendant's having a Bill of Review, and for the reversing the said Decree.*

Drawn by Sir John Churchil, late Master of the Rolls.

To the Right Honourable, the Lords Commissioners for the Great Seal of *England*.

Humbly complaining shew unto your Honours your Orators *J. R.* and *M.* his Wife, That whereas in the Term of *Easter* in the year of our Lord one thousand six hundred and fifty, *L. F.* and *J.* his Wife, the Relict of *H. R.* the younger deceased, exhibited their Bill of Complaint into this Honourable Court against *H. R.* the Elder, *A.* his Wife, and your Orators and *T. C.* Esq; thereby declaring, that the said *H. R.* Father of the said *H. R.* the Complainant *J.*'s late Husband about twelve or fourteen years then last past before the exhibiting the said Bill prevailed with her said late Husband to become bound with him in several Recognizances, Statutes, Bonds, and Specialties to several Persons for great Sums of Money, part of which the said then Complainants late Husband was compelled to pay with his own Monies, and for the discharge of the residue of the Engagements, or the greater part of them, the said *H. R.* the Father, importuned *H.* the Son to join in the Sale of certain Lands in the Parish of *T.* in the County of *T.* of the value of 300 *l.* per *Annum*, and certain Lands in *F.* in the same County of the yearly Value of 140 *l.* the Remainder thereof expectant upon *H.* the Father's Death was by the settlement of the said then Complainants late Husband's Grandfather to descend to *H.* the younger, in Fee  
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or Fee Tail, which the said then Complainants late Husband being unwilling to do, *H.* the Father to induce him thereto, promised and protested to the said then Complainants late Husband, that he would settle on him and his Heirs in present Possession all that his Manor at *B.* with its Rights, Members and Appurtenances; and the Rectory or Impropriation of *S. alias S.* with the Appurtenances; and all those Lands in *H. alias H. alias B. S.* and *R.* in the said County; and all that Capital Messuage or Tenement with the Appurtenances, and all Lands arable, Meadow or Pasture therewith used situate within the said Manor of *B.* and all other his Lands, Tenements and Hereditaments with the Appurtenances lying within the Township, Fields or Territories of *B.* aforesaid in the same County containing one thousand eight hundred Acres, being of the yearly value of 400 *l.* or thereabout, of which said Manor and Premises the said *H.* the Father was seised in Fee, whereupon the said *H.* the Son, joined in Sale of the said Lands so settled on him; and the said *H.* the Father, about nine or ten years then last past before the Bill exhibited accordingly sealed and delivered a Deed indented purporting a Conveyance of the said Manor of *B.* and all other the Premises to *H.* the Son and his Heirs; but before the same received due Execution either by Livery of Seisin, Attornment of Tenants or Inrolment, the said *H.* the Father, fell into trouble upon a suspicion of his counterfeiting a Warrant from his late Majesty for making a Baronet, and being therefore under restraint your Orator then Defendant *J. R.* Son of the said *H.* the Elder and *M.* his Wife, combining with the said Defendant *C.* to defeat the then Complainants late Husband of the said Manor and Premises, persuaded the said *H.* the Father, he was in some danger by reason of the Accusation against him to lose all his Estate, if not his Life; and therefore advised him to settle the said Manor of *B.* and all or the greatest part of other the Premises on your Orator the said *J.* and his Heirs, assuring him that your Orator the said *J.*

should take no advantage thereby, but would by some Deed declare that he was seised thereof in Trust for the then Complainants late Husband and his Heirs, on whom they well knew the same was intended by the said *H.* the Father, to be settled as aforesaid; unto which persuasions the said *H.* the Father, for the better securing the said Lands for his Son, yielded, and accordingly by Deed did upon no other consideration than aforesaid convey the Premises to your Orator the said then Defendant *J.* and his Heirs, who faithfully promised (as was pretended) shortly after to declare the Trust thereof to be to the said *H.* the Son, and his Heirs as aforesaid: And that the said Defendant *C.* being a Counsellor at Law had direction given him to draw such Declaration, and promised he would prepare it in some short time after. And that the said *H.* the Elder, being afterwards freed from his Troubles and restored to his Liberty, minding the performance of his Promise for settling the Manor, Rectory and Premises on the said then Complainants late Husband, that the Conveyance so made to your Orator, the said *J. R.* was of no effect, and delivered up to him and cancelled, or that by some Conveyance from your said Orator to him the Fee simple was in *H.* the Father, did by a common Recovery in the Common Pleas, and by some Deed or Deeds declaring the Uses thereof convey to the said then Complainants late Husband and his Heirs the said Manor of *B.* and all other the Premises by him agreed to be settled on the said *H.* the younger, and his Heirs, on the Sale of the said Lands for discharge of the Debts as aforesaid: By virtue whereof the said then Complainants late Husband became seised in Fee of the said Manor and Premises, and received the Rents and Profits thereof, and about *May 1647* died so seised, and the said then Complainant *Isabella* became entituled to her Dower in all the said Manors and Premises, and afterwards married the other Complainant *L. F.* who in her Right ought to have enjoyed the same. And the said Complainants in and by the said Bill also shewed that the said  
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then Defendants having gotten all the Deeds and Writings concerning the said Manor and Premises into their or one of their Hands, or into the Hands and Possession of some other to their Uses, or by their privity or direction, without producing of which they well knew the then Complainants Title of Dower could not be manifested, did by combination pretend that the Conveyance made to your Orator the said then Defendant J. as aforesaid, was an absolute Conveyance to your said Orator and his Heirs, not subject to the Trust aforesaid, though they well knew (as was pretended) the same was made for the reasons aforesaid, as was by your said Orator J. to be declared to be in Trust for the said then Complainants late Husband and his Heirs, and that the said Deed had been since delivered up to the said H. the Father, and his Heirs. And that the said then Defendant had made secret Estates and incumbered the Premises by entring into Statutes or Recognizances, and acknowledging of Judgments, and had caused the Premises to be extended upon some of them, albeit if any such Judgment, Statute or Recognizance were entred into, the same was subsequent to the Estate made to the said Complainants late Husband, or else the same was wholly or most part satisfied, and that by such means the then Complainant J. was likely to be deprived of her Dower. Therefore that the said then Defendants might set forth upon what consideration the Conveyance to your Orator the then Defendant J. was made, and whether not intended in Trust for the said then Complainants late Husband, and whether a Deed was not directed to be drawn by the said then Defendant Mr. C. for that purpose; and whether the said Deed made to your Orator the then Defendant J. were not since in the said H. the Elders Hands, who cancelled the same; and what Conveyance or Settlement before or after the said Conveyance to your Orator J. H. the Father, made to H. the Son; and what Deeds or Writings any of them had in their Hands, and what secret Estates they had made, and what Incumbrances were in the Premises, and

when the Judgments were acknowledged, or the Statutes or Recognizances entred into, and how much was unsatisfied of the Monies due thereupon, and to be relieved in the Premisses the then Complainants craved the aid of this Court. And that Proceſs of *Subpena* might be awarded againſt the ſaid then Defendant to appear and answer the Premisses, which being granted, and the ſaid then Defendants therewith ſerved, they the ſaid then Defendants *H. R.* and his Wife, and your Orator *J. R.* and his Wife put in their joint and ſeveral Demurrer and Answers: To which Answers the ſaid then Complainant replied, and Issue being joined, divers Witneſſes were examined in the ſaid Cauſe, and their Depoſitions publiſhed; as by the ſaid Bill, Answers, Replication and Depoſitions of Witneſſes, all of them remaining upon Record in this honourable Court more at large appeareth. And that the ſaid Cauſe coming to be heard upon the 12th of *May* 1650. upon the hearing and debating of the matter in queſtion between the ſaid parties in the preſence of Council learned on both ſides the ſubſtance of the then Complainants Bill appeared to be, That *H. R.* Father of *H. R.* late Husband of the then Complainant *I.* procured the ſaid *H.* the Son, to join in Sale of certain Lands in the Pariſh of *T.* and certain Lands in *F.* in the County of *T.* which by a Settlement made by the Grandfather of the ſaid *H.* the Son, were to deſcend to the ſaid *H.* in Fee Tail, and thereupon the ſaid *H.* the Father promiſed to ſettle on *H.* the Son, and his Heirs, the Manor of *B.* with the Appurtenances, and ſeveral other Lands in *T.* to the yearly value of 400 *l.* and accordingly a Deed was prepared, ſealed and delivered, whereby the ſaid *H.* the Father did convey the ſaid Manor with the Appurtenances to the ſaid *H.* and his Heirs, but before the ſame was executed the ſaid *H.* fell into troubles upon ſuſpicion for counterſeiting of a Warrant from his late Maſteſty for making a Baronet, and being under reſtraint the ſaid then Defendant procured *H.* the Father, to ſettle the ſaid Manor of *B.* with the Appurtenances

purtenances upon your Orator the said *J.* and his Heirs, assuring him that your Orator the said *J.* should by some Deed declare that he was seised thereof in Trust for the said *H.* the Son, and his Heirs, and that afterwards the said *H.* the Father being freed did by Fine and Recovery, and a Deed declaring the Uses thereof, settle the said Mannor with the Appurtenances upon the said *H.* the Son, and his Heirs, by virtue whereof the said *H.* the Son, and his Heirs became seised, and in *May* 1647. he dyed: By and after whose Death the said then Complainant *L.* late Wife of the said *H.* was intituled to her Dower in the Premisses. But the said then Defendants having got all the Deeds concerning the Premisses, did deny that the Conveyance made to your said Orator *J.* was in Trust, but that the same was an absolue Conveyance. So as to discover the said Trust, and set aside the said Deed to your Orator *J.* which was made without any consideration, and that the Complainant might have her Dower out of the Premisses was the Scope of the Complainants Bill: But it was insisted on by the then Defendants, that your Orator *J. R.* by Answer denied that the said Lands were settled on him in Trust, and if the same were, yet the then Complainant could not have any Dower therein, her Husband *H. R.* having only an equitable Right. This Court notwithstanding being satisfied of the Trust thereupon, did think fit and so order, that the then Complainant should attend their Lordships with Presidents where Relief had been given in Cases of like nature, who would be pleased to advise thereof and give such Order as should be meet. After which upon opening of the matter the tenth day of *July* 1652. unto your Lordships by Mr. *W.* and Mr. *C.* being of the then Complainants Council, in presence of Mr. *C.* being of your Orator the then Defendants Council, and upon producing the aforesaid Order of the ninth of *May* whereby the Case was stated, and the then Complainant to seek out Presidents, where relief had been given in Cases of like nature, Forasmuch as it was then alledged that

that the Cause was not rightly stated in the said Order, so as no Presidents would be found in like case as the same was stated, your Lordships did order, That Mr. C. and Mr. C. of Council with the Parties should agree of a Case, and that the same should be presented to your Lordships some time the beginning of the then next Term, and then such Order should be made therein as should be thought fit. And afterwards upon opening of the matter unto this Court the 11th day of *December*, 1653. by Mr. C. being of the then Complainants Council, in the presence of Mr. C. being of your Orators the then Defendants Council, and upon producing of the afore-said Order of the tenth of *July*, and the Case made and agreed upon by Council on both sides: In pursuance whereof their Lordships did order that the matter should be set down to be heard the first sitting of Causes after the then next Term, of which the other side was to have notice, and their Lordships were to be attended with the Case in the mean time. And the Cause standing in the Paper to be heard the sixth day of *May* last past upon the Case stated between Mr. G. and Mr. C. in pursuance of the said Order of the 11th of *December* in the presence of the then Complainants Council, none attending for the then Defendant. The Substance of the said Case so stated appeared to be, That the then Defendant *H. R.* had Issue *H.* his eldest Son, the then Complainant *I.* her former Husband, and your Orator's then Defendant *J.* and that *H.* the Father became indebted to several Persons, and to discharge those Debts he procured *H.* his Son, to joyn with him in the Sale of certain Lands in the County of *X.* which were after *H.* the Fathers Death to descend to *H.* the Son, from his Grandfather as Heir in Tail to him, in consideration whereof he promised to settle on *H.* the Son and his Heirs the Manor of *B.* in the County of *T.* and accordingly *H.* the Father sealed and delivered a Deed to *H.* his Son, but before the same was executed, some Troubles fell out upon *H.* the Father, about counterfeiting a Warrant from the late  
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King for a Baronetship, thereupon he was perswaded by the then Defendants your Orators J. and C. to convey B. to your Orator J. and his Heirs to secure it from any Forfeiture or Trouble that it might be subject unto in regard of H. the Father being questioned as aforesaid. And that in the year 1642. H. the Father conveyed to your Orator J. and his Heirs, and the then Defendant C. was directed to draw a Declaration of Trust, which he did, and the same was sealed, but that the then Defendants had it. And H. the Father, being afterwards freed from his Troubles, by Deed dated the twenty fifth day of June one thousand six hundred forty six, reciting that he was seised in Fee of B. And that a Writ of Entry was brought by one H. and S. to the end a Common Recovery might be suffered, and declared the Use of the Recovery to be to H. the Son, and his Heirs, and in Michaelmas Term the two and twentieth of the late King C. a Recovery was accordingly suffered; and that H the Son, in May 1647. dyed. And the then Complainant I. his Relict claimed her Dower, so that upon the whole matter the Cause upon the Bill and Answer, and Proofs would fall out to be, That H. the Father, (being *Cestuy que Trust* in Fee) conveyed to H. the Son, and his Heirs, and H. the Son, dyed. Now whether the Wife of H. the Son, (the Interest in Law being still in the Trustee) should be holpen to Dower in Equity was the single Question. And this Court being satisfied of the said Trust, and that the said Deed was a Dormant Deed and made without any valuable consideration, was of Opinion that then the Complainant should have her Dower out of the said Manor of B. Tithes of S. and other the Lands by the Common Recovery or Conveyance conveyed or intended to be conveyed to the then Complainants late Husband, and his Heirs for the time to come, and also the Arrears thereof from the Death of the said Husband, and did order and decree the same accordingly; and for that purpose the said Deed was to be set aside, and that the then Defendants, and  
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all claiming under them, or any of them, should not give the said Deed in Evidence, or take any advantage thereof at any Trial at Law against the then Complainants, or any claiming under her, unless your Orator the said then Defendant should on that day seven night shew good cause to the contrary. And your Orators then Defendants Council coming the 30th day of *May*, to shew cause according to the aforesaid Order, and Council on both sides also attending, and upon debate of the matter, it was ordered and decreed that the Deed so made to your Orator the said *J. R.* as aforesaid against the then Complainant should be set aside, and the then Defendants or any of them, or any claiming under them, should not give the said Deed in Evidence, or take any advantage thereof at any Tryal at Law against the then Complainant, or any complaining under her. And as touching the Arrears of Dower, the then Complainant might resort back to this Court after such Trial had; as she should see cause: And then this Court would give such farther Order therein as should be fit. And the then Decree was afterwards drawn up, signed and enrolled; and by an Order dated the 28th day of *November* 1654. a Commission is awarded to set out the Complainants Dower, and to ascertain the mean Profits, as in and by the said Decree and Orders remaining upon Record in this honourable Court more at large it doth and may appear. And your Orators shew unto your Lordships, that the said Decree is erroneous, and ought to be reviewed and reversed; for that there is Error in Law apparent in the Body of the said Decree, for it doth appear that the question in the said Suit upon which the Decree was grounded, was whether the Wife of *H.* the Son, (who was only *Cestuy que Trust*) should be holpen and relieved in Equity for Dower of that Estate whereof her Husband was not seised, it appearing by the Decree that *H.* the Husband of the said *I.* was never seised of the Lands concerning which the said *I.* is relieved by the Decree, and a Commission awarded to set out a third part of

of the said Lands for her Dower, and to ascertain the mean Profits. And by the Common Law of this Nation by which a Dower is only given and created no Woman hath any Right of Dower, or can be Tenant in Dower, or have the same set out unto her, but of such Lands or Tenements whereof her Husband was seised in Fee Simple or in Fee Tail. And it appears by the Decree that *H.* the Husband of the said *I.* was never seised of the said Lands and Tenements concerning which the Decree is made to give her Relief for her Dower, and to set the same out of the said Lands, and the setting aside the Deed whereby other Persons were seised in Fee is the same thing as to give the Dower : The said *I.* having no other Title, as by the said Decree appears by any Purchase or Agreement or Conveyance, but only as Tenant in Dower to have the Thirds of her Husbands Estate. And it is of dangerous consequence, and contrary to the Rules of Law and Common Right, that a Decree in Equity should cause an Admittance to be made of a Scisin in the Husband whereby to give Dower, and create it in any other manner, than as the same is to be claimed by the Common Law. And it is also Error in Law apparent in the Body of the said Decree in the setting aside the said Conveyance, or any way impeaching the same ; for that it appears in the said Decree that the said *I.* is no person that hath any Privy, Title or Claim, whereby to question the said Conveyance, or to set the same aside in any manner whatsoever. And therefore the said Decree is erroneous in Law, and ought not to stand in force against your Orators, but ought to be reviewed and reversed. In tender consideration whereof, and to the end the said Decree may be reviewed and reversed, and all Proceedings thereupon discharged ; and that the said *I. F.* may true Answer make to all and singular the Premises, and your Orators be therein relieved according to Equity. May it please your Lordships to grant unto your Orators the Process of *Sub-pena* of this honourable Court to be directed to the said

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J. F. thereby commanding her at a certain day, and under a certain pain therein to be limited to be and personally to appear before your Honours in the high Court of Chancery then and there to answer all and singular the Premises, and farther to do, observe and keep such farther Order and Direction herein as to your Lordships shall seem meet.

And your Orators shall ever pray, &c.

*Jo. Churchill.*

*A Bill of Review without Recitals.*

To the right Honourable George Lord Jeffreys Baron of Wem, Lord High Chancellor of England.

Humbly complaining sheweth unto your Lordship your Orator A. B. of C. in the County of D. That in Easter Term in the year of our Lord God 1682. W. S. exhibited his Bill into this honourable Court against your Orator; and did thereby set forth, That (here insert the original Bill *verbatim*) And your Orator farther sheweth, That being served with a *Subpœna* to appear and answer the said Bill, your Orator accordingly appeared, and put in an Answer to the said Bill to the Effect following (here recite the Substance of the Answer) And your Orator farther sheweth; that the then Complainant having replied to the Answer of your Orator; and Issue being joyned thereupon Witnesses were examined and publication duly passed by Order the first day of *Hillary* Term in the six and thirtieth year of the Reign of his late Majesty King *Charles* the Second, being by Order of the two and twentieth day of *January* in the said six and thirtieth Year of his Reign enlarged to the first day of *Easter* Term then next following, unless the then Complainant should on the Thursday then next following shew

shew good Cause to the contrary; and no Cause being shewn to the contrary, Publication then duly passed. And the said Cause was then ordered to be set down to be heard; and in pursuance thereof, the said Cause stood to be heard before your Lordship the first day of *March* last. And upon hearing and debating of the matters in question in the presence of Council learned in the Law on both sides, a Decree or Decretal Order was then pronounced and was afterwards passed and entred; in which Decretal Order it was set forth and recited, that it was at the hearing on your Orator's behalf insisted on that your Orator had by his Answer set forth that (here insert the Decretal Order) And since the said Decree hath been signed and inrolled, which said Decree your Orator humbly shews is erroneous, and ought to be reviewed and reversed, and set aside for many apparent Errors and Imperfections, as well in relation to the matters on which the same is presumed to be grounded as the form thereof. And first your Orator humbly shews that it appears by your Orator's own Answer set forth in the body of the said Decree, &c. (here insert the Errors) And no Proof being made thereof no Decree ought to have been made or grounded thereupon, for that the said Bill ought to have been dismissed for the Reasons aforesaid: For which Errors and Imperfections in the said Body of the said Decree appearing, and for that there is no Proof to ground any Decree to set aside the said Rent-charge, your Orator hopes that the said Decree shall be reversed and set aside, and no farther Proceedings had thereon, To the end therefore that the same may be so, and that the Defendant may true and perfect Answer make to all and singular the Premisses, and that the said Decree may be reviewed and reversed, May it please your Lordship to grant a *Subpœna*, &c.

*A Bill to compel a Mortgagee to discover his Title.*

To the Right Honourable, &c.

Humbly complaining sheweth unto your Lordship your Orator *T. R.* that *P. R.* deceased, your Orator's late Father was in his Life-time lawfully seised in his Demesne as of Fee, of and in divers Woods, Wood-grounds, Lands, &c. And the said *P. R.* being thereof so seised, after whose decease the said Woods, &c. did descend and come (as of right they ought) unto your said Orator as Son and Heir of the said *P. R.* (your Orator being then and until now of late an Infant under the Age of twelve years) But now so it is, May it please your good Lordship, that *T. B.* and *J. G.* Executors of the last Will and Testament of *J. F.* Esq; do claim and pretend to have some Title, Term or Estate in the said Woods, &c. or some of them, by or under some Lease or Grant made as they pretend by the said *P. R.* in his Life-time unto the said *J. F.* Whereas if any such Lease Grant or Estate were made by the said *P. R.* the same was but a Mortgage for Security of Mony. And all the Mony which was intended to be thereby secured is since satisfied by Receipt of the Profits of the Premises by the said *J. F.* who entred upon the Premises and got the Possession thereof during your Orator's Minority; and after his said Fathers decease some or one of them being also in Possession of the Premises by pretence of some Estate, Conveyance or Assignment of the said *E. F.* or in his Right or in Trust for him, or else the said Term and Estate is now expired, or in case the said Term and Estate be yet in being, and that any part by their Mony thereby intended to be secured be yet remaining unsatisfied, your Orator is willing to satisfy and pay the same. Yet nevertheless the said *T. B.* &c. do detain and keep the same from your Orator, and

and by Combination and Confederacy among themselves do refuse to discover which of them hath the Interest in Law in the said Lease or Estate so made by the said P. R. and by what means the same is come to them; and they or some of them, and also the said J. F. deceased, who during the Minority of your Orator entred upon the Premises, and got the Possession thereof as aforesaid, hath made and raised great Sums of Mony by and out of the Premises, and do refuse to give an Accompt to your Orator for the same. And your Orator having no Counterpart of the said Lease or Grant made by the said P. R. is ignorant of the Contents thereof, nor can tell what Rent was thereupon reserved, nor hath any means to recover such Rent, or can tell when the said pretended Estate was to begin or end, nor whether it be expired yea or no, nor what Mony was thereby secured to be paid, nor to whom or when, neither doth he know to whom the Interest in Law in the said Lease or Estate since came. And the said T. B. &c. do give out that they will hold the Possession of the Premises as a forfeited Mortgage, and will take the full and strict advantage thereof in Law, so that your Orator is remediless in the Premises, save only by the aid of this honourable Court. In tender consideration therefore of the Premises, and to the end the said T. B. &c. may by their Answers discover and set forth what Estate or Title they or any of them do claim in or to the said Woods, &c. and when the same was made, and by whom, and for what term, and under what Rent, and under what Provisoes or Conditions, and what Monies if any were intended thereby to be secured, and to whom, and what they or any of them, or the said J. F. deceased, have received and had by the Rents and Profits of the Premises, or otherwise towards satisfaction of their Debts secured by the Premises, if any such Debts or Security were, and may accompt to your Orator concerning the same, and that they may produce their original Lease into this honourable Court, that your Orator may have

a Copy thereof. And that in case the same shall appear to be satisfied (or otherwise if any Money be due upon the same) That upon your Orators payment of what shall appear to remain unsatisfied they may surrender their said Lease, Mortgage or Estate, or otherwise assign and dispose thereof as to your Lordship shall seem meet and convenient. And that they may not be allowed to take advantage of the forfeiture of the Mortgage (if any such there be) And that your Orator may be relieved in all and singular the Premises according to Equity and good Conscience. May it please your Lordship, &c.

*A Bill to discover Incumbrances.*

To the Right Honourable, &c.

Humbly complaining, sheweth unto your good Lordship your daily Orator *T. A.* of *L.* Gent. That whereas *J. A.* of *M.* in the County of *B.* Esq; having urgent occasion to use Money for his necessary employment did about the beginning of the Month of *F.* last past repair unto your Orator with whom he was formerly acquainted and had some Communion and Speech, and did earnestly treat with your said Orator to furnish and lend him the said *J. A.* the Sum of 500 *l.* for one whole year after the rate of six pounds in the hundred for the same, offering to give your said Orator good Security in Land for the same. And the said *A.* did then tell your said Orator that he was seised of a good, perfect and indefeasible Estate in the Law in Fee Simple to the only use of him and his Heirs for ever of and in the Manor or Lordship of *M.* with the Appurtenances in the County of *B.* being (as he alledged) of the yearly value of 300 *l.* or thereabouts. And that he would assure the same to your Orator and his Heirs, for the repayment of the said 500 *l.* with the Interest thereof. And the said *J. A.* did then confidently affirm to your Orator, that the said Manor of *M.* was free from all Incumbrances by

by him the said *J. A.* or any his Ancestors had, made, suffered or done. And the said *J. A.* did then farther inform your Orator, that the said Manor or Lordship so to be conveyed and assured to your Orator as aforesaid, would be a good Security for repayment of your Orator; to whose fair Speeches your Orator giving credit, and wholly relying upon the honest and faithful dealing of the said *J. A.* your Orator did lend unto the said *J. A.* the Sum of 500 *l.* of lawful Mony of *England.* And the said *J. A.* according to his Agreement for Security of payment of the same did by his Deed indented, bearing date about the twentieth day of this present Month of *J.* (acknowledged to be enrolled in his Majesty's High Court of Chancery) convey and assure unto your said Orator and his Heirs the aforesaid Manor or Lordship of *M.* with the Appurtenances, and all other his Lands, Tenements and Hereditaments lying in, &c. or in any of them in the County of *B.* under a Proviso or Condition nevertheless in the said Deed indented contained, that if the said *J. A.* his Heirs, Executors, Administrators or Assigns do truly pay or cause to be paid unto your said Orator, his Executors, Administrators or Assigns, the Sum of 540 *l.* of lawful Mony of *England,* at or in the Middle-Temple Hall *Fleetstreet London,* in manner and form following, that is to say, on the 24<sup>th</sup> day of *D.* now next coming the Sum of twenty pounds thereof; and on the 17<sup>th</sup> of *J.* which shall be in the year of our Lord God 16 — the Sum of 520 *l.* more residue and in full payment and satisfaction of the said Sum of 540 *l.* That then and from thenceforth the said Conveyance and Assurance of the said Manor or Lordship of *M.* with the Appurtenances and the Inrolment of the said Deed indented, and all and every the Covenants therein contained shall be utterly void and of none effect as if the same had never been had and made, as in and by the said Deed indented ready to be shewed to this honourable Court more plainly and at large it doth and may appear. But now so it is, may it please your good

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Lordship, that since such Conveyance and Assurance so thereof made as aforesaid to your said Orator and his Heirs, of the said Manor or Lordship of *M.* with the Appurtenances, your Orator is given to understand that the said *J. A.* hath made divers and sundry secret Estates of the said Manor and Premises, or of some parts thereof to persons unknown to your said Orator, and hath entred into divers Statutes and Recognizances, and suffered divers Judgments against him for payment of Money, or for some other cause or thing whereunto the said Manor and Premises so assured to your said Orator as aforesaid, is and are liable, and may in a short time make your Orators Assurance of the said Manor and Premises of no force or effect, if the same be not speedily prevented and redressed by this honourable Court according to Equity; In tender consideration whereof, and forasmuch as your Orator doubteth not but that the said *J. A.* will upon his corporal Oath set forth and discover the Truth of the Premises, if he may be thereunto compelled by the Order of your Lordship and this honourable Court. May it therefore please your Lordship, the Premises considered, to grant unto your Orator his Majesty's most gracious Writ of *Subpena* to be directed to the said *J. A.* commanding him thereby at a certain day and under a certain pain to be therein limited to be and personally to appear before your Lordship in his Majesty's high Court of Chancery, then and there to answer directly to the Premises. And also to set forth upon his Oath whether *J. A.* deceased, his late Father, or any of his Ancestors, have any way incumbered the aforesaid Manor and Premises, or any part thereof, and how, and in what manner. And farther to stand and abide such Order and Direction in the Premises, as to your good Lordship shall seem agreeable with Equity and good Conscience.

And your Orator shall ever pray, &c.

*A Bill for Dilapidations.*

To the Right honourable George Lord Jeffreys, Baron  
of Wem, Lord High Chancellor of England.

Humbly complaining sheweth unto your Lordship  
your Orator *L. B. of W.* in the County of *O.* Clerk,  
that one *E. M.* late of *W.* aforesaid Clerk, was heretofore  
in his Life-time for about thirteen years last past Rector of  
the Rectory of *W.* aforesaid, and during that time received,  
had and enjoyed all the Tithes belonging to the said  
Rectory, and enjoyed the Parsonage-house, and the  
Barns, Stables, and other Out-houses thereunto belong-  
ing. And the said *E. M.* continued in the possession and  
enjoyment of the same Premisses until the time of his  
Death, which happened in or about the Month of *October*  
one thousand six hundred eighty and five. After whose  
death your Orator was presented to the said Rectory, and  
duly instituted and inducted into the same, and thereby  
is become lawfully seised of the said Rectory, Tithes  
and Premisses. And your Orator farther sheweth that  
the said *E. M.* having in his Life-time and to the time  
of his Death another Rectory or Parsonage of good va-  
lue did for several years before his Death neglect to repair  
the said Parsonage-house of *W.* and Out-houses thereunto  
belonging, and suffered the same to run very much out of  
repair, so that at the time of his Death the same was very  
ruinous, and your Orator immediately after his Presen-  
tation, Institution and Induction to the said Rectory cau-  
sed the defects of Reparations of the said Parsonage-house  
and Out-houses to be viewed and valued by substantial  
Workmen, who valued the Dilapidations thereof at one  
hundred and sixteen pounds; of which Dilapidations  
and the value thereof your Orator gave notice to *E. M.*  
the Widow and Relict of the said *E. M.* and desired her  
to repair the same, she having taken forth Letters of Admi-  
stration

stration of her Husbands personal Estate, and possessed her self of all her said Husbands Estate consisting in ready Mony, Plate, Jewels, Rings, Bills, Bonds, Mortgages, Statutes, Recognizances, Judgments, Leases for Lives and long terms of years, and other Securities for Mony, Household-stuff of all sorts, Horses, Cows, Corn in the Barns, and other personal Estate of great value sufficient to pay his just Debts with a great Overplus. And the said *S.M.* ought to make good the said Dilapidations and defects of Repairs. and ought long since to have done the same. But now so it is, May it please your Lordship, that the said *S.M.* by Combination or Confederacy with some person or persons unknown unto your Orator (whose Names when discovered your Orator prays may be inserted into this Bill together with apt matter to charge them) doth absolutely refuse to make good the said Dilapidations, sometimes pretending that the said Houses were in good repair at the time of the death of the said *E. N.* or but a very little out of repair, and thereupon your Orator being about to sue the said *M. S.* as Administratrix of her said Husband to make good and answer the value of the said Dilapidations and Defects of Repair, she threatned she would plead *plene administravit* to such Suit, and doth conceal her Husband's personal Estate, and convert and dispose the same to her own use, and doth falsely pretend that the said *E. M.* his personal Estate was very small and Inconsiderable, and not sufficient to pay his Funeral Charges and just Debts, for that (as she pretended) he owed very many great and considerable Debts to divers persons at the time of his death, but to whom in particular the said *E. M.* owed any Mony at his death, or how much, or how such Debts were contracted, or how the same were secured the said *S. M.* utterly refuseth to discover, and in truth the said *E. M.* was very little if any thing indebted at the time of his death, and the Debts by him owing were very inconsiderable, and the said *E. M.* his personal Estate which came to the Hands, Custody or Possession of the said *S. M.* or of some other

other person or persons by and with her Consent, Privy, Knowledge or Direction was sufficient to pay all his just Debts, and make good the said Dilapidations with a great Overplus. And besides the said personal Estate the said *E. M.* died seised of a real Estate lying at *C.* in the County of *B.* of the yearly value of two hundred pounds and upwards, which he left to descend to his Heir at Law or otherwise by him charged with payment of his Debts, and ought to be Assets for satisfaction of the just Debts of the said *E. M.* and the said *S. M.* hath received greater Sums of Mony which were due for Rent in the Life-time of the said *E. M.* and by Agreement with and the Consent of the said *E. M.* Heir at Law, she the said *S. M.* doth continue to receive the Rents and Profits of the said Premisses, which have been due since the death of the said *E. M.* to her own use and benefit, untruly pretending that the same were settled upon her by her said Husband in his Life-time for her Life for her Jointure, whereas the truth is (and so the said *S. M.* well knows) that no Settlement was made of the said Premisses, or any part thereof on her the said *S.* or for her use by the said *E. M.* in his Life-time but that the same descended to his Heir at Law. And the said *E. M.* not long before his death had received as a Marriage Portion with the said *S.* the Sum of fifteen hundred pounds, or some other great and considerable Sum of Mony, which was put out at Interest, or else was remaining in his House or, else where undisposed of at the time of his death. And although the said *S. M.* doth at this time enjoy so great and considerable an Estate, both real and personal, which was the said *E. M.*'s, yet she by combination with *A. M.* Heir at Law, refuseth to pay or make good unto your Orator the said one hundred and sixteen Pounds, or any part thereof, for and towards the repairing the said Parsonage-house and Premisses, as in Justice and Equity she ought to do; all which doings of the said *S. M.* are contrary to Equity and good Conscience. In ten-

der consideration whereof, and forasmuch as your Orator is remediless in the Premisses by the strict Rules of the Common Laws of this Realm, and the rather for that his Witnesses, who could and should prove the truth of all and singular the Premisses, are either dead or in places remote and unknown to your Orator. To the end therefore that the said *S. M.* may set forth and discover the personal Estate which the said *E. M.* died possessed of, or interessed in, or that any other was interessed in, in Trust for him or for his use, and the particulars thereof, and the true and utmost value of each particular, and may exhibit a true and perfect Inventory thereof into this honourable Court, and of every particular thereof, which she or any other in trust for her or with her Privy, Direction, Consent or Knowledge have or hath possessed him, her or themselves of, and how she or such other Person hath disposed of the same or any part thereof, and to whom, and for what, and what Securities she hath altered, and for what Sums of Money, and from whom owing, and in whose Name she hath taken the new Security, whether the said *E. M.* had received her Marriage Portion before his death, and how much the same was, and whether he had disposed of the same, or any part thereof, before his death, and to whom, or whether part thereof was in his House, or elsewhere undisposed of at the time of his death, and how she hath disposed of the same, and what real Estate the said *E. M.* was seised of at the time of his death, and the true yearly Value of the same, and where the same lies, and in whose occupation, and what Rents were due and in arrear for the same at the time of his death, and whether she or who else received the same, and whether the said Lands did on the death of the said *E. M.* descend to his Heir at Law, or were by him made subject to the payment of his Debts, and whether she or any other, and who for her use hath received the Rents and Profits thereof, which have grown due since the death of the said *E. M.* or  
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is by agreement to receive the same, or whether any Settlement was made and executed thereof, or any part thereof, and what part upon her for her Life or for what other Estate by the said *E. M.* in his Life-time, and when the same is dated and executed, and what Debts the said *E. M.* owed at his death, and to whom, and how secured, and what thereof she hath paid, and to whom, and when, and whether she paid the full Value, or compounded any, and which of them, and at what rate; and that the said *S. M.* may true Answer make to all and singular the Premises, and that your Orator may have such discovery and relief as shall be agreeable to Equity and good Conscience, May it please your Lordship to grant to your Orator Process of *Subpoena* to be directed to the said *S. M.* and to *A. M.* the Heir at Law, thereby commanding them, and either of them, at a certain day and under a certain pain therein to be limited, Personally to be and appear before your Lordship in the High Court of Chancery then and there to answer all and singular the Premises, and to stand to and abide such farther Order and Decree therein as to your Lordship shall seem meet.

And your Orator shall pray, &c.

*A Bill to redeem a Mortgage, or foreclose the Equity of Redemption.*

To the Right Honourable G. Lord J. Lord Chancellor of England,

Humbly complaining sheweth unto your good Lordship your daily Orators *R. B.* of the Middle Temple London Esq; and *F. B.* of the Middle-Temple aforesaid Esq; that whereas *E. C.* late of *S.* in the County of *W.* Esq; in the Month of *February* in the year of our Lord God 1681, having occasion for Moneys did apply himself to your Orator *R. B.* to borrow the Sum of 150 £, proposing to secure the repayment thereof

with Interest by a Mortgage of certain Water-Corn Mills in *H.* in the County of *W.* whereof the said *E. C.* then was or pretended himself to be seised in Fee simple, and which the said *E. C.* did aver to be of the yearly value of twenty pounds at the least, whereupon your Orator *R. B.* at the earnest importunity of the said *E. C.* was prevailed upon, and did accordingly lend unto the said *E. C.* the said Sum of 150 *l.* and the said *E. C.* for the Security thereof with Interest by his Indenture of Lease or Mortgage bearing date the five and twentieth day of *February* in the said year of our Lord 1681, made between him the said *E. C.* of the one part, and your Orator *F. B.* of the other part in consideration of the said Sum of 150 *l.* mentioned to be paid by your Orator *F. B.* to the said *E. C.* and well and truly paid to him by your Orator *R. B.* before the Sealing and Delivery of the same Indenture did demise, grant, bargain and sell unto your Orator *F. B.* (in Trust for your Orator *R. B.*) the aforesaid Mills with the Appurtenances situate in *H.* in the said County of *W.* which formerly belonged unto *W. S.* a person attainted of High Treason, and were then lately granted unto the said *E. C.* by our Sovereign Lord the Kings Majesty that now is by the Name of His Royal Highness *J.* Duke of *York* and *Albany*, and the Reversion and Reversions, Issues and Profits of the Premises. To have and to hold the said Water Corn-Mills and Premises, and every part and parcel thereof unto your Orator *F. B.* his Executors, Administrators and Assigns from the Sealing and Delivery of the said Indenture unto the full end and term of ninety and nine years from thence next ensuing and fully to be compleat and ended, at and under the yearly Rent of one Pepper-corn at the Feast of *St. John Baptist*, if the same should be demanded; In which said recited Indenture there is contained a Proviso or Condition, that if the said *E. C.* his Heirs, Executors, Administrators or Assigns should well and truly pay or cause to be paid unto your Orator *F. B.* his Executors, Administrators or Assigns in the Common Di-

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ning-Hall of the Middle Temple *London*, the Sum of 159 *l.* of lawful Money of *England* in manner therein mentioned (that is to say) 4 *l.* and 10 *s.* part thereof on the 26th day of *August* next ensuing the date of the said Indenture, and 154 *l.* and 10 *s.* more the residue of the said 159 *l.* on the 26th day of *February* then next following without any deduction or defalcation whatsoever, that then and from thenceforth such due payment being had and made, the said recited Demise, Grant, Bargain and Sale of all and singular the Premises, should cease, determine and be utterly void and of none effect to all intents and purposes, the said Indenture or any thing therein contained to the contrary thereof in any wise notwithstanding. And although the said *E. C.* by the same Indenture did Covenant, promise and grant to and with your Orator *F. B.* his Executors, Administrators and Assigns that he the said *E. C.* his Heirs, and all and every other Person and Persons and their Heirs, having, claiming, deriving or pretending, or which could or might hereafter have or claim any manner of Estate, Right, Title, Interest, Claim, Benefit or Demand of, in, to or out of the said Water Corn-Mills with the Appurtenances or any Estate or Interest thereof, should and would from time to time and at all times from and after default made of payment of the said Sums of Money in the Proviso or Condition aforesaid expressed, or either of them, upon the reasonable request of your Orator *F. B.* his Executors, Administrators and Assigns make and execute, or cause to be made and executed unto your Orator, his Executors, Administrators and Assigns all and every such farther lawful and reasonable Acts, Deeds, Grants, Releases, Conveyance and Assurance in the Law whatsoever for the farther and better perfect and more absolute granting, conveying and assuring of the said Water Corn-Mills with the Appurtenances and every part and parcel thereof unto your Orator *F. B.* his Executors, Administrators and Assigns, for and during the said term of ninety nine years discharged of the Proviso

vifo or Condition aforefaid, and of the Power, Equity and Benefit of Redemption, as by the faid *F. B.* his Executors, Administrators or Assigns, or his or their Council Learned in the Law fhall be reasonably devised, advised or required. And there was an Agreement contained in the faid Indenture, that the faid *E. C.* his Heirs, Executors and Assigns fhould and might have, hold and enjoy the Premiffes, and receive and take the Rents and Profits thereof to his and their own ufe and ufes until the firft default of payment fhould be made of the Sums of Money in the Proviso and Condition aforefaid expreffed without any Let, Hindrance or Denial of or by your Orator *F. B.* his Executors or Assigns, any thing in the faid Indenture contained to the contrary thereof in any wife notwithstanding [as in and by the faid recited Indenture ready to be produced to this Honourable Court, and whereunto your Orators for more certainty in all things refer themfelves it doth and may appear.] Which faid Lease or Mortgage was fo made as aforefaid to your Orator *F. B.* and his Name ufed therein only in Truft for your other Orator *R. B.* and the faid 150 *l.* fo lent as aforefaid, and fecured by the faid Indenture, was the proper Moneys of your Orator *R. B.* and fo the fame was known and underftood by the faid *E. C.* And your Orators farther fhew that the faid *E. C.* after he had borrowed the faid 150 *l.* of your Orator *R. B.* as aforefaid, made default of payment of the fame and the Interelt thereof in the faid Proviso mentioned, and hath not paid one Penny of the faid Principal Money or Interelt fince the lending the faid 150 *l.* as aforefaid, but hath totally failed to pay the fame or any part thereof, and the faid Mills ftanding upon a rapid Stream, efpecially in the time of Floods, are very fubject to be damnified, and the Banks, Stanks and Hears belonging to the fame do often much damage by the Swiftnefs of the Stream and Torrent there, fo that by reafon thereof and for want of Repairs the faid Mills with the Appurtenances are much decayed, and in great danger of utter deftruction  
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and demolishment, and are of late much sunk and fallen in their Rent and yearly Value, so that your Orator *R. B.* is in very great danger of losing all or the greatest part of his said Money and Interest. Of all which Premisses your said Orator *F. B.* in the behalf of your other Orator hath from time to time acquainted the said *E. C.* and requested him to raise and pay the said Moneys and Interest either by the said Mills or some other way as he could most conveniently do the same; and your Orators farther shew that about the Month of *November* last past the said *E. C.* for the raising Moneys for and towards the payment of the said Debt and Interest, and some other Debts, did make, seal and execute some Deeds of Feoffment, Lease and Release, or some other Conveyance unto one *E. G. of B.* in the County of *W. Esq;* in Trust, and to enable him to make Sale of the said Mills with the Appurtenances, and with the Moneys to be raised by such Sale in the first place to pay to your Orator the said 150*l.* and Interest, and if there should be any Overplus then to pay certain other Debts mentioned in a Schedule annexed to such Deed or Conveyance, and the residue thereof, if any should be, to pay to his two Daughters — *C.* and — *C.* or upon some such like Trusts, as by the said Deed or Conveyance, if your Orator had the same to produce, and whereunto your Orators for more certainty in all things refer themselves it doth and may more at large appear. And your Orators farther shew, that they have often requested and made application to the said *E. G.* to execute the said Trust by making Sale of the said Mills and Premisses, and thereby raising Moneys to pay your Orator *R. B.* his said Debt and Interest, and have also requested the said *E. C.* to release all Equity and Power of Redemption to your Orator *F. B.* in Trust for your other Orator during the said term of ninety nine years according to the said Covenant comprised in the said Indenture. But so it is, May it please your good Lordship, that the said *E. G.* and — *C.* and — *C.* the Daughters since the making and executing the said  
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Conveyance or Deed in Trust to the said *E. G.* as aforesaid, have entred upon the said Mills, and hold and enjoy the same, and share and divide the Profits thereof amongst themselves, which they have the more opportunity to do in regard the said *E. C.* hath of late years been and dwelled remote from the said Mills in some or one of his Majesty's Garrisons near the Sea; and now the said *E. G.* doth refuse or delay to execute the said Trust in selling the said Mills, and raising and paying of the said Debts, and he is the more unwilling and backward therein because he is perswaded against it by the said --- *C.* and --- *C.* the Daughters who take most of the Profits of the said Mills to their own use, so that your Orator *R. B.* is likely to be delayed of the payment of his said Debt and Interest unless assisted by this Honourable Court. In tender consideration whereof, and for that your Orator *R. B.* hath no Remedy at the Common Law to compell the said *E. G.* to execute the said Trust or to sell the said Mills, and thereby raise Moneys for payment of your Orators said Debt in the first place. And in case your Orator *F. B.* on the behalf of your Orator *R. B.* should enter upon the same, he would be liable to an Accompt for the Profits thereof, and must be at very great Charges to repair the same, which in regard of the remoteness of your Orator from the place, and the nature of the thing would be very inconvenient for your Orator, and inconsistent with their other affairs in the World. And for that the Mills are now so low in their yearly Value that it is a great question whether they will be worth your Orators said Debt and Interest, especially if they shall continue to run out of Repair as now they do, and for that your Orators have no means at Law to compell the said *E. C.* and *E. G.* to release and convey their and either of their Right, Title and Interest in and to the said Mills unto your Orator during the said Term in the said Indenture of Lease or Mortgage mentioned according to the Covenant and Agreements in the same comprised as aforesaid, nor to foreclose the Redemption

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of the said *E. C.* and *E. G.* in and to the same in case they or one of them do not pay to your Orator *F. B.* in Trust for your other Orator the said Debt and Interest in some reasonable time. To the end therefore that the said *E. C. E. G. — C. —* and *— C.* may upon their Corporal Oaths true Answer make to all and every the Premises, and particularly that the said *E. C.* may set forth whether he did not borrow and take up at Interest the said 150 *l.* of your Orator *R. B.* and whether he did not make and execute such Conveyance or Security as aforesaid to your Orator *F. B.* for the same in Trust for your other Orator as aforesaid, and whether he ever paid any Penny of the said Principal Money or Interest thereof to your Orator, and that the said *E. C. E. G. — C. and — C.* the Daughters may set forth and discover what Deed, Writing, Feoffment, Grant, Lease, Release or other Conveyance or Conveyances the said *E. C.* hath made, sealed or executed unto the said *E. G.* of the said Mills with the Appurtenances, or any part or parcel thereof, and the true Date and Contents thereof, and whether the same were not so made and executed in Trust, and to empower the said *E. G.* to make Sale of the said Mills with the Appurtenances, and thereby to raise Moneys for the satisfying of the said Debt of 150 *l.* and Interest in the first place, and to what other uses and upon what other Trust, and that the said *E. G.* may make Sale of the said Mills with the Appurtenances, and pay your Orator *R. B.* his said Debt and Interest, and the Costs and Charges of his Suit, or that your Orator *F. B.* may have an absolute Estate of and in the same in Trust for your Orator *R. B.* for and during the residue of the said term of 99 years free from all Redemption and Equity and Power of Redemption of or by the said *E. C.* and *E. G.* or either of them, their or either of their Heirs or Assigns, or any Person or Persons claiming by or under their or either of their Titles, and that they may release and assign the same accordingly. And that the said Confederates may  
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true and direct Answer make to all and every the matters and things aforesaid as fully and particularly as if they were here again repeated or interrogated, and that your Orator may be relieved in all and singular the Premises according to Equity and good Conscience. May it please your Lordship to grant unto your Orators his Majesty's gracious Writ of *Subpœna* to be directed unto the said E. C. E. G. ----C. and ----C. the Daughters, thereby commanding them and every of them at a certain day, and under a certain Pain therein to be limited, to appear personally in this honourable Court to answer all and singular the Premises; and to stand to and abide such farther Order and Direction therein as to your Lordship shall seem most to stand with Equity and good Conscience. And your Orators shall ever, &c.

*A Bill to stay Wastes.*

To the Right Honourable, &c.

Humbly complaining, sheweth unto your Lordship your Oratrix E. P. an Infant, by N. P. her Father and *Prochein Amy*, That your Oratrix being rightfully seised in her Demesne as of Fee, of and in divers Messuages, Lands, Tenements and Hereditaments, with the Appurtenances within the Parish of C. and elsewhere, in the County of K. and in particular of a Messuage with above fourteen Acres of Land well stocked and stored with Timber Trees, and other Trees and Wood now or late in the Possession of C. L. which said Premises after the Death of B. P. ( your Oratrix's Mother who died about one year since ) descended and came to your Oratrix as her only Daughter and Heir, whereby your Oratrix is lawfully and rightfully intituled to the said Premises, and ought peacefully and quietly to enjoy the same without any interruption or disturbance: But so it is, May it please your Lordship, that the said C. L. being in the Possession  
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of the Premisses as aforefaid, hath combined and confederated himself to and with one *T. G.* of *C.* Husbandman, to fell, cut down and carry away the Timber and Wood standing upon the Premisses, and to dispose thereof to their own Use. And for that purpose the said *C. L.* hath delivered the Possession of the Premisses to the said *T. G.* and the said *T. G.* hath of late committed great Wastes and Spoils thereupon, and threatens to continue so to do by cutting down the Timber and Wood, and pulling down the Houses standing and being thereupon. And for a Pretence and Colour only for his so doing, gives out he hath some Estate and Interest therein; but from whom, or what Estate, or what Interest he claimeth in the Premisses, he refuseth to discover. Whereas the said Confederates have no Interest therein, for that the Interest which the said *C. L.* had therein was but for some small number of years, and is lately expired and determined, nevertheless the said *T. G.* by the Confederacy aforefaid, commits great Wastes and Spoils thereupon. All which is to the great Prejudice of your Oratrix, and against the Publick Good of this Realm, and contrary to all Equity and good Conscience. In tender Consideration whereof, and forasmuch as your Oratrix is remediless in the Premisses by the strict Rules of the Common Laws of the Realm from the restraining of the said Wastes and Spoils, or to discover the said *T. G.* his pretended Right and Title to the Premisses, and from whom he derived the same, and by what Deed or Deeds, or other Conveyances such Right is conveyed to him, and the true Dates and Contents thereof, and who are Witnesses thereto. To the end therefore that the said *T. G.* may true and perfect Answer make to all and singular the Premisses, and set forth and discover his Right and Title to the said Premisses, or any, or what part thereof, and from and by whom, and by what Deed or Writing, when made and executed, and the Date and Dates of such Deed or Writing, and of all and every other Conveyance he hath concerning the Premisses, or any part thereof.

And

And that the said T. G. may be restrained from committing and doing any such Waste and Spoils on the Premises as aforesaid, and your Oratrix relieved in the Premises according to Equity and good Conscience. May it please your good Lordship to grant unto your Oratrix his Majesty's most gracious Writ of *Subpoena* issuing out of the High Court of Chancery to be directed to the said T. G. and C. L. thereby commanding them at a certain day, and under a certain Pain therein to be limited personally to be and appear before your Lordship in the said Honourable Court to answer all and singular the Premises, &c. And your Oratrix shall ever pray, &c.

*A Bill by a Mortgagee that a Mortgagor may redeem or be foreclosed, and to discover Incumbrances.*

To the Right Honourable, &c.

Humbly complaining, sheweth unto your Lordship your Oratrix E. R. of, &c. That J. F. of, &c. and M. his Wife, youngest Daughter of M. B. Gent. or one of them, being seised in Fee, or some other Estate of Inheritance, or else possessed of some long Term of years yet to come of and in all that Messuage, &c. ( recite the Lands in the Deed of Mortgage ) And the said J. F. and his said Wife being so seised and possessed as aforesaid, and affirming that the same was free and clear of and from all Incumbrances he the said J. F. wanting Money to supply his Occasions, did borrow of your Oratrix the Sum of 200 l. for the securing the Repayment whereof with Interest, the said J. F. and M. his Wife, did by Deed under their Hands and Seals bearing date on or before the 25th day of A. in the year of our Lord God 1672. duly executed, convey and assure unto your Oratrix and her Heirs for ever all the said Premises with their and every of their Appurtenances; and for the better corroborating your Oratrix's Title in the Premises, the said J. F. and M. his Wife did in due form of Law levy one or more  
Fine

Fine or Fines of the Premisses to the use of your Oratrix and her Heirs, and it was by the said Deed covenanted and agreed by the said *J. F.* and his Wife, that they would levy the said Fine, the use whereof was thereby declared to be to your Oratrix and her Heirs, and that the said Premisses were clear of Incumbrances, and that they would on request make farther assurance of the said Premisses to your Oratrix, and deliver unto her and her Assigns all the Deeds and Evidences concerning the Premisses. In and by which said Deed it is provided, that if the said *J. F.* and his Wife, their Heirs, Executors or Assigns paid or cause to be paid unto your Oratrix the Sum of six pounds of lawful Mony of *England* in and upon the sixth of *October* then next ensuing the date of the said Deed, and the Sum of 206 *li.* of like lawful Mony of *England* upon the 27th day of *April*, which then should be in the year of our Lord God 1673. that then the said Deed should be void and of none effect, or else to stand in force (as by the said Deed more at large appeareth) And your Oratrix farther sheweth that the said 200 *li.* nor any part thereof, or of the Interest thereof hath been yet paid by the said *J. F.* or his Wife, but the same is yet wholly unpaid unto your Oratrix, whereby her Estate in the Premisses is become absolute, and she and her Heirs and Assigns ought peaceably and quietly to hold and enjoy the said Premisses to her so mortgaged as aforesaid, according to the grant thereof made to her as aforesaid free from Incumbrances, and have a discovery of the said Deeds and Evidences, and the same delivered unto her fair and uncanceled for the derivation and maintenance of her Title to the Premisses. But now so it is, May it please your Lordship, that the said *F.* and his Wife have hitherto used and are still using all the art they can to defeat your Oratrix of her said Mony lent, and of her Security; and the better to effect the same do combine and confederate themselves with *J. A.* and *B. W.* who all pretend Title to the Premisses or some part thereof, or that the same are charged or

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chargeable

chargeable with one or more Statutes, Judgments and Recognizances confessed to them or some or one of them, for the securing of some Sum or Sums of Mony which they refuse to discover, and do pretend that the same or any part thereof is not yet paid, whenas the Confederates well know, that whatsoever Sums of Mony were secured by such Judgment or Judgments, or otherwise, is all or most part thereof paid, and such Judgments or other Incumbrances came to them for some small and inconsiderable consideration in Mony, and bought in and kept on foot of purpose to protect the Premisses for the said *F.* and his Wife, against your Oratrix, or for some other unconscionable end or purpose. And the Confederates also know that the Premisses are subject to other Incumbrances which they ought to discover, but have refused on purpose to defraud your Oratrix of her said Mony. All which Incumbrances when discovered will appear fit in Equity to be laid aside, but in the mean time your Oratrix knows not how with safety to bring her Ejectment for recovery of the Possession of the Premisses, nor can your Oratrix dispose of the Premisses unless she had the same in her quiet Possession, freed and discharged of the Equity of Redemption of the said *J. F.* and his Wife, and the said *F.* and his Wife release their Interest and Pretensions to the Premisses, as in all Equity she conceives they ought to have in case they refuse to pay what is due to your Oratrix by a short day to be limited by your Lordship. All which doings of the said Confederates tend to your Oratrix's great prejudice, and are against all Equity and good Conscience. In tender consideration whereof, and forasmuch as your Oratrix is altogether remediless in the Premisses by the strict Rules of the Common Law of this Realm, but properly relievable therein by the Equity and Justice of this honourable Court. To the end therefore that the said Confederates, who know the truth of the Premisses, may perfect Answer make thereunto, and that they may set forth and discover their respective Rights, Title and Claim to the said

said Premisses for and upon what consideration in Mony or otherwise, and for what and how much they paid for the same, and what Incumbrances the said Premisses are liable unto and charged or chargeable with, and upon what consideration, and when and between whom made and contracted, and that the said *J. F.* and *M.* his Wife may be compelled to pay unto your Oratrix the said principal Mortgage Mony secured by the said Mortgage Deed with Interest, and her necessary Costs and Charges laid out and to be laid out and expended in and about the making good of her Security by some short time to be for that purpose prefixed by this honourable Court, or in default thereof, that the said *J. F.* and his Wife and all claiming by, from or under him, her or them may by the Decree of this Court be from thenceforth debarred and foreclosed of all manner of Equity of Redemption or Reclaim in or to the said Premisses, and be decreed according to their Covenant in that behalf to make farther Assurance to your Oratrix, and to release their Claim, Benefit and Equity of Redemption or Reclaim in and to the same to your Oratrix and her Heirs, and that she her Heirs and Assigns may hold and enjoy the same against the said *J. F.* and his Wife, and his or her Heirs and all claiming under him or her or them, free and discharged of the said Equity of Redemption. And that the said *J. F.* and his Wife, may deliver to your Oratrix all the Deeds and Evidences concerning the Premisses. And that *J. A.* and *B. W.* may more particularly set forth and discover what Claim or Demand they or any of them make to the Premisses, or any part thereof, and how, from whom and upon what consideration, for how much Mony paid by any of them, and if for Mony, for how much, and whether the same is not paid or satisfied, and by whom, and when, and what remains unpaid, if any do, and for what the said Judgment or Judgments or Security were obtained, and your Oratrix relieved in the Premisses according to Equity and good Conscience, &c.

Pray Process, &c.

*A Bill to discover a Personal Estate.*

To the Right Honourable George Lord *Jeffreys*, Baron of *Wem*, Lord High Chancellor of *England*.

In all humility complaining sheweth unto your Lordship your daily Orator *J. C.* of *L.* Merchant, that your Orator hath for several Years past followed the Trade of a Merchant within the City of *L.* and other places within this Realm, and other parts beyond the Seas, and hath sold divers Wares and Merchandizes to several persons, and in particular your Orator did at several times sell and deliver unto one *T. L.* late of *L.* Vintner, divers parcels of Spanish and French Wines amounting to a very considerable Sum of Mony, and the said *T. L.* coming to an Accompt with your Orator touching the same about the Month of *D.* which was in the year of our Lord one thousand six hundred eighty and three it did appear and was found that the said *T. L.* was then indebted unto your Orator one hundred and fifty seven pounds five shillings, fifty seven pounds five shillings part thereof he the said *T. L.* then paid your Orator, and the other hundred pounds was left remaining unpaid, as appears by the Accompt so stated. And your Orator farther sheweth that shortly after the making up and settling of the said Accompt the said *T.* died possessed of or entituled to a very considerable Estate consisting of Leases for years, Mortgages, Extents, Debts due upon Judgments, Statutes, Recognizances, Bonds, penal Bills, or other Specialties, or upon Notes, Promises, Accompts, or otherwise for Wines or other Merchandizes, Jewels, Plate, Ready Mony, Household Goods or Implements of Household, and of other things belonging to the said *T. L.* in his Trade as a Vintner, and other Goods and Chattels of a very considerable value, and sufficient to pay or satisfy all his just Debts of what

what kind or nature soever with a great Overplus, and which at the time of the death of the said *L.* were in the possession of the said *L.* himself or otherwise taken in the name or in the possession of some other person or persons in Trust for him. And the said *L.* died so possessed or intituled without any Will made, and thereupon the Administration of all the Goods and Chattels, and other personal Estate of the said *T. L.* was committed to *M.* his Widow and Relict, or to her and *B. M.* late of *L.* with whom she intermarried after the death of the said *T. L.* or to the said *B. M.* or some other person or persons in Trust for her or otherwise, the said *T. L.* did make his Will and thereof the said *M.* Executrix, or some other person or persons Executor or Executors thereof in Trust for her, and she or they or some or one of them have or hath proved the same Will, and taken the Execution thereof upon her or them, or some or one of them; and after the death of the said *T. L.* the said *M.* his Widow and Relict, or some other person or persons in Trust for her, continued on the Trade in which the said *T. L.* was at the time of his death, and possessed her self or him or themselves of the Estate of the said *L.* consisting as abovesaid, which was very considerably more than what was sufficient to satisfy his Debts, and before any Accompt was taken of the Wines, whereof the said *L.* was possessed at the time of his death, did continually draw and sell thereof for six or seven Weeks or some other time, which your Orator taking notice of, the said *M.* told him that it was no matter for what she or any other person or persons for her had done, in regard there was enough to pay all the Debts due by the said *L.* or to some such or other like effect, and thereupon the said *M.* paid your Orator thirty Pounds part of the hundred Pounds remaining due to your Orator as aforesaid upon the said stated Accompt, and promised to pay unto your Orator the Remainder of the same hundred pounds in a very little time afterwards in consideration that your Orator would forbear suing her in the mean time,

But so it is, May it please your Lordship, that after the said *M.* had intermarried with the said *B. M.* he having exchanged his Calling or Trade, and become Vintner, your Orator repaired unto the said *M.* and *M.* his Wife, and expected to have received the remaining part of his Debt, but the said *M.* and *M.* his Wife began to pretend that they had discovered several Bonds and other Engagements by Specialty due from the said *T. L.* some for his own Debts, and others as Security for other persons, which would amount to a greater Sum than the Estate of the said *T. L.* would pay or satisfy, that there would not (as they did pretend) remain of the Estate of the said *L.* sufficient to satisfy your Orator's Debt being only due to him in manner aforesaid, upon which your Orator desired that for his satisfaction, if he must lose his Debt, they would shew him an Accompt of the Estate and what was owing upon it, which they both refused or delayed, putting your Orator off with frivolous excuses from time to time until he the said *B. M.* likewise died. And since his death your Orator hath renewed the same Request to the said *M.* which she refuses to do, and the better to conceal the Estate of the said *T. L.* the said *M.* his Executrix or Administratrix as aforesaid, or the other person or persons Administrator or Administrators, Executors or Executor in Trust for her and to her benefit, hath and have neglected to exhibit in the Spiritual Court any true Inventory of the Goods and Chattels, and other personal Estate aforesaid of the said *T. L.* or whereunto he was any wise intituled as aforesaid, and out of such Inventory as is exhibited in the same Court by them or any of them, many of the particulars whereof the Estate aforesaid of the said *T. L.* did consist, and which are come to the knowledge or hands of them, or some, and which of them, or some other person or persons for them, or some or one of them are omitted, and the value at which the particulars in such Inventory mentioned are rated much under the true and real values thereof, and the said *M.* and the other person or persons, Executor or Executors, Administra-  
tor

tor or Administrators of the said *L.* in Trust for her do threaten to plead *plene administravit* to any Suit your Orator shall bring at the Common Law for recovery of what is due to your Orator as aforesaid, well knowing that by reason of the alteration of the Estate aforesaid of the said *L.* and the clandestine actions of the said *M.* and the other person or persons aforesaid, your Orator cannot prove the Premises in so exact and strict a manner as the Rules of the Common Law do require. All which actings and doings of her the said *M.* and the other person or persons aforesaid are contrary to Right, Equity and good Conscience. In tender consideration whereof, and forasmuch as your Orator is by reason of the practices of the said *M.* and the other person or persons aforesaid, remediless in the Premises, unless by the aid of this honourable Court; That your Orator may have a particular Discovery thereof by the Oath of the said *M. M.* who well knows and is satisfied of the truth of all and singular the Premises before set forth, who when she doth answer thereto upon Oath must and will discover the same. To the end therefore she may so do, and in particular set forth a true and perfect Inventory of all and singular the Goods and Chattels, Rights and Credits of the said *T. L.* or in Trust for him, and whereunto he was intituled at the time of his decease, and the particulars thereof, and whereof the same did consist, and also what Debts were owing by him, and how and which of them are paid, and by whom, whether the principal Debtors by the Bond in which the said *T. L.* was bound only as a Surety, did not discharge the same, or have not otherwise secured the payments of the Debts due on the same Bonds, or some or one part or parts thereof, and which of them, so that they will be no charge upon the Estate of the said *L.* and may also set forth when and how long after the death of the said *T. L.* an Accompt, and what was taken of his Wines and Goods, and what quantity was sold, or how much Mony was received, and by whom for them before

such Accompt taken, and whether she did not inform your Orator that there was Estate enough to satistie the Debts of the said *T. L.* and in pursuance thereunto paid your Orator thirty pounds and promised the rest in manner, and upon the consideration above mentioned, and the true reason why the Estate of the said *L.* now comes to fall short ; and may true and perfect Answer make to all and singular the Premisses, and discover what she doth know, hath heard or been informed touching the same, with the several Circumstances thereof as fully and particularly as if the same were in the Prayer of this Bill, particularly repeated and interrogated. May it please your Lordship to grant unto your Orator his Majesty's most gracious Writ or Writs of *Subpena* to be directed to the said *M. M. alias L.* thereby commanding her personally to be and appear before your Lordship in this honourable Court at a certain day, and under a certain pain therein to be limited, and upon her corporal Oath to answer all and singular the Premisses, and farther to stand to and abide such Order and Decree therein as to your Lordship shall seem just with Equity. And your Orator as in duty bound shall ever pray, &c.

*'A Bill of Discovery of a Deed, and what Interest claimed thereby, being under a Proviso ; and to discover whether it were performed so as to avoid the Deed, it being to be void on tender of 5 s.*

To the Right Honourable, &c.

Humbly complaining shew unto your Lordship your Orator and Oratrix *J. B.* of, &c. an Infant by his next Friend and Guardian, and *R. K.* of, &c. That *J. B.* of, &c. Father of your Orator *J. B.* being in his lifetime and at the time of his death seized in his Demesne as of Fee-simple, or of some other Estate of Inheritance whereof he had power to dispose by his last and Testament

in writing or otherwise of, and in, &c. [here name the Lands, the Value, and in whose possession] And being so seised on or about, &c. made his last Will and Testament in writing, and thereby devised the said Messuages, Lands and Tenements with the Appurtenances to *H. K.* and *M. K.* youngest Daughter of the said *J. B.* to hold to them the said *H. K.* and *M. K.* and the Survivor of them or his or her Executors, to levy, receive and take, and until they had levied and received out of the Profits of the said Premisses the Sum of one hundred and fifteen Pounds, which he limited to be paid as followeth, (*viz.*) five pounds to his Brother *A.* and ten pounds to your Oratrix *R. K.* his Granchild, and one hundred pounds for a Marriage Portion for the said *M. K.* and seven pounds yearly out of the Profits towards her Maintenance till her Marriage, and after the said Sums raised and the said *M.* married, he devised the said Messuages, Lands and Premisses to your Orator *J. B.* and his Heirs lawfull begotten, and in default of such Issue to *H. K.* and his Heirs. And the said *J. B.* also devised to his said Daughter *M.* two Fields, &c. as by the said Will, to which your Orators refer themselves for their more certainty therein, more at large appeareth. And your Orators and Oratrix farther shew, that shortly after the making of the said Will the said *J. B.* died; and the said *M. B.* by virtue of the said Will entred on the Premisses, and received the Rents and Profits thereof, whereby she hath long since received the said one hundred pounds for her Marriage Portion, and also the said seven pounds *per annum*, and the said ten pounds given to your Oratrix *R.* and five pounds to *A. B.* with a great Overplus, and about---- intermarried with one *D. M.* of--- in the County of--- Wherefore your Orator *J. B.* expected she should have delivered up the possession of the Premisses to him, as in Justice and Equity she ought to have done. And your Oratrix *R.* well hoped she would have paid your Oratrix her said ten pounds according to the true intent of the said Will. But now so it is, May it please

please your Lordship, that the said *M. B.* having as aforesaid, intermarried with the said *D. M.* they the said *D. M.* and the said *M.* his Wife by Combination and Confederacy with *H. T.* of, &c. and *P. R.* of, &c. and *H. K.* do falsely pretend and give out in Speeches that the said *J. B.* made no such Will as aforesaid, or if he did, yet some short time before the making of the said Will, he did, as they also falsely pretend, by some Deed or Conveyance made between the said *J. B. H. T.* and *P. R.* convey the said Messuage, Lands, Tenements and Premises aforesaid, unto them the said *H. T.* and *P. R.* to the Use of the said *B. M.* and her Heirs, or otherwise settled the said Premises on the said *M. M.* whereas if any such Conveyance or Settlement was ever made by the said Testator *J. B.* the same was made and executed with some Proviso or Power of Revocation contained therein for making good the said Conveyance or Settlement, and accordingly the same hath been since revoked and made void, or else the said Settlement was voluntary and without Consideration, and under an express Trust for the said *J. B.* and his Heirs, and to be disposed of at his Will and Pleasure, or at least to be only for a Provision for the said *M.* until the said Testator should otherwise provide for her, which he did by his said Will in manner as aforesaid; and as also by another Deed and Instrument bearing date, and by him duly executed on or about the seventeenth of *September 1677*: whereby he charged other part of his Real Estate with the Payment of forty Pounds to the said *M.* or the said Proviso whatever it was, was performed, and so would appear by the said Deed it self, if the said Confederates would produce the same, or was offered to be performed according to the intent of the said Proviso, which the said Confederates well know, and that for the Reasons aforesaid, the said Deed ( if any such there were ) is become void and of none effect. And the said Proviso or Power of Revocation contained in the said Deed, hath not been literally perused, yet the same hath been performed

formed, observed and pursued in Substance, and the said Testator did send to the said *H. T.* for the said Deed, and often in his Life-time required the said Deed to be delivered up, and the said *H. T.* promised from time to time to deliver up the said Deed, but put the said *J. B.* off from time to time until he died, and the said Testator did what he apprehended and took to be a good and full performance, and what is and ought to be in Equity a good Performance. And the said Confederates have received more out of the Profits of the said devised Premises than the several Sums charged thereupon by the said Will do amount unto, and yet having got all the Deeds, Evidences and Writings of or concerning the said Premises, and other the Estate of your Orator *J. B.* and the Title thereof, do unjustly detain and keep the same, as also the Possession of the said devised Premises against your Orator *J. B.* who is Heir at Law as well as Devisee of the said Premises. And the said *H. T. D. M.* and his said Wife, some or one of them, have for several years received the Rents and Profits of your Orator's Lands in *E. F.* in the County of, &c. of the Value of, &c. particularly of one, &c. your Orator's Tenant, and other several Sums of Money, and taking Advantage of your Orator's Infancy, apply the same to their own Use, and refuse to give your Orator any Accompt thereof, and the said *H. T.* who took on him to be Guardian to your Orator, hath suffered your Orator to be sued at Law for Monies owing for his Maintenance and other Debts which the said *H. T.* ought to have paid and discharged out of the said Monies received out of your Orator's said Estate at, &c. And the said Confederates refuse to pay your Oratrix *R.* the said Ten Pounds, and sometimes they make and pretend to themselves other Estate and Title of and to the said devised Premises. All which doings of the said Confederates are contrary to Equity and good Conscience. In tender Consideration whereof, and forasmuch as your Orator and Oratrix are remediless, &c. for want of Witnesses, and for that

that the said Confederates have all the ancient Deeds, Evidences and Writings in their Hands of and concerning the said Premisses. To the end therefore that the said Confederates may set forth and discover what Estate or Interest they claim or pretend of, in or to the said Premisses, and by what Deed or Conveyance, and whether the said *J. B.* made any such, and what Deed, Conveyance or Settlement on the said Confederates or any, and which of them, and the Date and Contents thereof, and between whom made, and how executed, whether by Livery or how else, who are Witnesses thereto, and where they live, and whether the same was executed on the day it bears Date, and in whose Hands, Custody or Power the same and all other the Deeds, Evidences and Writings of or belonging to the said devised Premisses, or your Orator *J. B.*'s other Lands and Real Estate are, or lately were, and that they may produce the same, and whether the Proviso therein contained, was not by some means performed, and something done, which was intended by all Persons to be a good Performance thereof; and whether the said Testator *J. B.* did not send for the said Deed or Conveyance to the said *T.* and what answer he returned thereto; and that they the said Confederates may set forth whether the said *J. B.* did not make such Will as is before set forth, and whether the same was not made after the said Deed, and taken and looked upon to be a Revocation thereof. And whether the said *M.* did not enter upon and enjoy the said Premisses by Virtue of the Devise in the said Will; and whether the said *J. B.* did not make other, and what Provision for the said *M.* equivalent to the said Premisses. And that the Confederates may discover the true yearly Value of the said Premisses, and may exhibit a true Account of all Rents and Profits which they or any of them, or any other Person or Persons by their Order have or hath received out of either of your Orator's said Estates, and how they have disposed thereof; And that the said Confederates who know the Truth  
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of the Premisses may true Answer make to all and singular the Premisses, and that your Orator and Oratrix may be relieved therein according to Equity, May it please your Lordship, &c.

*A Bill to redeem a mortgaged Estate, or be foreclosed of the Equity of Redemption.*

To the Right Honourable, &c.

Humbly complaining, &c. your Orator *A. B.* of *L.* Merchant, That *J. C.* Citizen and Merchant-Taylor of *L.* in or about the year, &c. being or pretending to be possessed of, or interested in all that, &c. [Recite the Lands] and the said *J. C.* being so possessed and interested, and having occasion for the Sum of 250 *l.* And thereupon the said *J. C.* for securing the Repayment thereof with Interest, did by Indenture bearing date, and duly executed on or about, &c. [Recite the Deed till you come to the Covenants] with a Covenant on the said *J. C.*'s part for Payment of the said Mortgage-Money, and other usual Covenants, as by the said Indenture ready to be produced, and to which your Orator referreth himself, more at large appeareth. And your Orator farther sheweth, That the said 250 *l.* or the Interest thereof was not paid at the times in the said Indenture before-mentioned, nor at any time or times since, whereby your Orator's Estate in the said Premisses became absolute, and he and his Executors and Administrators ought quietly and peaceably to hold and enjoy the same for and during the Remainder of the said Term of fifty seven years according to the said Bargain and Sale to him made as aforesaid, and to have the Possession thereof delivered to him, and the Deeds and Writings concerning the same for the Derivation and Maintenance of his Title in and to the said Premisses. But now so it is, May it please your Lordship, That the said *J. C.* in or about, &c. died intestate, and *R. C.* his Relict hath

hath taken out Letters of Administration of the Goods, Chattels, Debts, Rights and Credits of the said *J. C.* and thereby gotten possession of the said Mortgaged Premises pretending a Right to the Equity and benefit of Redemption of the said Mortgaged Premises, and yet refuses to pay your Orator the said Mortgage Money, but hath suffered great Arrears to incur of the said Rent of, &c. *per Annum* reserved to be paid to the said *C. P.* And your Orator having occasion for his Money cannot dispose of the Premises to any Purchaser and thereby raise to repay himself the said Mortgage Money, unless he had the same in his quiet possession freed and discharged of the Equity of Redemption of the said *R. C.* and she release her Interest and Equity of Redemption to the said Premises to your Orator as she ought to do in case she refuseth to pay what is due to your Orator by a short day to be limited by this Court. And your Orator hath already discovered that the said Mortgaged Premises are charged with former and other Estates, Grants and Leases made in time before your Orators said Mortgage which the said *R.* refuseth to discover. In tender consideration whereof, and forasmuch as your Orator is remediless in the Premises elsewhere than in a course of Equity before your Lordship. To the end therefore that the said *R. C.* may true Answer make to all and singular the Premises on her Corporal Oath, and set forth and discover whether the said *J. C.* her Husband was not possessed of or interested in such Lease from the said Company of *P.* as aforesaid, and whether he did not make such Mortgage thereof to your Orator as is before set forth, and what Deeds, Counterpart of Leases or other Writings she hath any way touching or concerning the said Mortgaged Premises. And that she may discover what other Mortgages or Estates the Premises are subject to and chargeable with, how much is in arrear and unpaid to the said Company of *P.* for the Rent of the said Premises. And that the said *R. C.* may be compelled by the Decree of this Honourable Court to pay

pay unto your Orator the Principal Mortgage Money aforesaid, and the Interest for the same, and his Costs and Charges of this Suit by a time to be for that purpose prefixed by this Honourable Court, or in default of payment at such time and place as this Court shall direct, that your Orator, his Executors, Administrators and Assigns may hold and enjoy the said Mortgaged Premises during the Remainder of the said term of fifty seven years free and clear of all Right and Equity of Redemption of the said R. C. or any claiming by from or under her or the said J. C. her Husband. And that the said R. C. may deliver to your Orator the Deeds and Writings which any way concern the said Premises, and release the said Proviso or Condition in the said Mortgage to your Orator, and that your Orator may be relieved in all and singular the Premises according to Equity and good Conscience. May it please your Lordship to grant unto your Orator his Majesty's most gracious Writ of *Subpoena* issuing out of the High Court of Chancery, to be directed to the said R. C. &c. thereby commanding them and either of them at a certain day and under a certain pain therein to be limited personally to be and appear before your Lordship in the said Honourable Court of Chancery, then and there to answer all and singular the Premises and farther to stand to and abide such farther Order and Decree therein as to your Lordship in your most grave Wisdom shall seem most agreeable to Equity and good Conscience.

And your Orator shall pray, &c.

*A Bill by the Husband of the Defendants Daughter for a Marriage Portion and Mony left by way of Legacy to the Plaintiffs Wife remaining in the Defendants Hands.*

To the Right Honourable, &c.

Complaining shew unto your Lordship your Orator  
D. M. of S. in the County of S. and T. M. his only  
Son

Son and Heir Apparent being an Infant within the Age of twenty one years by the said *D. M.* his Father as his next Friend and Guardian, That whereas one *W. P.* the elder of *B. S.* in the County of *S.* Maltster, being a man of a very great Estate both real and personal, and having one only Daughter, whom as he often pretended he would greatly prefer in Marriage, frequently declared and gave out in Speeches that he would give with his said Daughter a Portion of eight or ten thousand pounds; after which Speeches and Declaration of the said *W. P.* your Orator *D.* having some intimation thereof proposed a Marriage between your Orator *T.* and the Daughter of the said *W. P.* and after that had a Meeting with the said *W. P.* and his Kinsman, they coming to your said Orators House and began to treat with him about the said Marriage between your Orator *T.* Son of your Orator *D.* and his the said *P.*'s Daughter, whereunto the said *W. P.* willingly hearkned and desired to know of your Orator *D.* what Estate he had, whereupon your said Orator *D.* did freely and truly lay open and discover his Estate, namely several Messuages and Tenements in *D. P.* of the yearly value of, &c. three hundred and fifty pounds *per Annum* in Land at *R.* within the said County of *S.* and one hundred and twenty pounds *per Annum* more in Land being the Seat where your Orator lives, besides considerable Sums of Money, upon which Discovery the said *W. P.* seemed very well satisfied, and said it was a very good Estate, especially when as your Orator *D.* had farther declared to him, that your said Orator had entred his said Son your Orator *T.* a Student in the Middle-Temple and furnished him with a very good Chamber there, and intended to bring him up in the study of the Laws, and fit him for the Profession thereof. And therefore your Orator *D.* told him the said *B.* that he expected that he the said *W. P.* should give a very considerable Portion with his Daughter, and demanded four or five thousand pounds, declaring farther that he your said Orator *D.* intended to settle upon them, if the Marriage

riage proceeded, at present the said House and Land he lived in called S. as also the said four or five thousand pounds that he would give with his said Daughter, and for the future being his only Son, and having no more Children, he was like to have all the rest of his Estate, besides what was like farther to accrue to him from your said Orators Wife his Mother which was very considerable. All which the said *W. P.* seemed very well to approve and only desired some time to consider what Portion or Sum of Money in certain he would give with his said Daughter; but before the said *W. P.* and your Orator parted, he the said *P.* declared to him your said Orator *D.* and his Wife in the presence of his said Kinsman and others, that nothing on his part should hinder the Match, and that he would send his Resolution to your Orator *D.* in a very short time, but failing in his promise, your Orator *D.* sent a Servant to him to quicken him in his Answer, who returned with a fair promise from him the said *W. P.* that being now freed from some extraordinary Butiness, he would speedily send his full Resolution, which he hoped would be to your Orators Content: But your Orator *D.* not hearing from him accordingly, resolved to send and did send your Orator *T.* his Son, with a Servant to wait on him to require his full Resolution and positive Answer what Portion he would give with his said Daughter; and when your Orator *T.* came to the said *W. P.*'s House he found all the kindness and inviting Entertainment imaginable, only the said *P.* could not be drawn positively to ascertain the Portion, but still held your said Orator *T.* in hand that that should make no breach between them, and that your said Orator, if the Match were once compleated, should find him a better Father than he could expect, intimating withal that your said Orator *T.* being now there, the Butiness might be dispatcht with much conveniency: But your Orator, seeming as in truth he was very unwilling to proceed in the said Marriage without his said Fathers Consent or knowledge and before all matters were

S

settled

settled and agreed upon, plainly told the said *W. P.* he durst not so far adventure his Fathers displeasure especially before the Portion should be ascertained which your said Orator earnestly pressed him to do. Whereupon the said *W. P.* seeing no other remedy, called a Neighbour of his and spoke to your said Orator, Sir, (pointing to his Neighbour) here is as honest a Man as any is in *England*, and farther said to his said Neighbour, (calling him Brother) pray stay, you know there was here within this hour Mr. *P.* which is a very good Gentleman of 800 *l. per Annum* that came to my Daughter and would marry her, but turning to your said Orator *T.* told him, if he would now forthwith marry his said Daughter he the said *P.* upon the said Marriage would give him 4000 *l.* however your said Orator fearing his said Fathers Displeasure, who had sent him only to treat and not to compleat the Business without his knowledge, was altogether unwilling to agree to a present Marriage, inasmuch as your Orators Servant taking notice how his Masters Son was like to be ensnared began to interpose on his behalf, but was soon threatned for his meddling to be kickt out of doors by the said *P.* so as your Orator resolved not to consent to so shameful a Surprisal until he was provoked thereto by the said *W. P.* his repeated Promises to be better than his word, and that he would interpose betwixt your said Orator and his said Fathers displeasure; and being thus unwarily over-reached without putting any Agreement into writing, and not doubting the said *W. P.* would have at all receded from his said Promise of 4000 *l.* so publickly made, but would rather have been better than his word, the very next day after upon the importunity of the said *W. P.* and his Relations and Friends there present unadvisedly married his said Daughter, expecting to have found him better than his word as he said he would be. Now so it is, May it please your Lordship, that the said Marriage having been thus craftily and surreptitiously obtained, and your Orator in truth thus over-reached and abused, the said *W. P.* notwithstanding his

his former Insinuations, Pretences and Promises aforesaid, though they have been married above twelve Months, now in plain terms refuseth to give any Portion with his Daughter, sometimes pretending he never promised to give 4000 *l.* with her, and sometimes giving out in Speeches that the said Promise not having been put in writing it will not in any wise oblige him, whereas in truth your Orator doubts not but to prove to this Honourable Court that he had made such Promise in particular, and the better to induce your Orator *T.* to the said Marriage, pretended he would be much better than his word, and would prove a better Father-in-Law to him than he expected; insomuch that it plainly appears the intention of the said *B.* from the beginning was to put off his Daughter without a Portion, and to take advantage of your Orators youth and unwariness, and this the rather appears to be so for that he the said *W. P.* doth not only detain from your Orator the said promised Portion, and every part thereof, but refuseth also to pay several Legacies given to his said Daughter by several Friends, in particular the Sum of 200 *l.* in Money given her by *A.* or some near Kinswoman, and all her Household-Goods and Linnen to the value of 200 *l.* more, which he the said *W. P.* hath received and enjoyed these ten years, and yet refuseth to pay or deliver to your said Orator since his Marriage as aforesaid, or to let your Orator know what Goods or Linnen were so given. All which Practices and Dealings of the said *W. P.* are contrary to all Equity and good Conscience. In tender consideration whereof, and for that your Orators are remediless in the Premises according to the strict Rules of the Common Laws of this Kingdom, and are properly to be relieved here as a matter of Fraud and apparent Breach of Faith and Trust. And to the end that the said *W. P.* may upon his Oath set forth, and discover the truth of all and singular the Premises, and in particular whether there were not a Treaty at the House of your said Orator *D.* concerning a Marriage between your Orator *T.* and the Daughter of

the said *W.P.* and whether he the said *W.* were not made acquainted with the Estate of your Orator *D.* and whether he did not approve thereof, and declare that he would further the said Marriage what he could, or be at least no hindrance thereof, and whether he did not promise speedily to resolve what Portion he would give with his said Daughter in Marriage with your Orator *T.* And he the said *W. P.* did not promise your Orator *T.* in case he would marry his said Daughter, a Portion or Sum of 4 or 5000 *l.* when, where and upon what occasion or Discourse, and in whose presence he made such Promise, and whether he did not instigate or perswade your Orator *T.* to marry his said Daughter, and what Arguments he used to induce your said Orator *T.* thereunto. And whether he were not told by your Orators Servant that it was not fit his Master should marry until things were better settled between them; and whether the said *P.* did not threaten to kick the said Servant out of doors, and why, and upon what occasion. And seeing he your said Orator *T.* hath now married her, he the said *W. P.* may shew cause, if he can, why he doth not perform his said Promise, and pay the promised Portion, as also why he doth not pay the said Legacy of 200 *l.* besides the said Goods, and what Money or Goods or Linnen in particular he hath in his Hands belonging to her, or what were given her as aforesaid, and to what value, and may set forth in particular what Legacies have been given to his said Daughter or received by him for her, and the particulars of them, so as your Orator may be fully relieved in the Premises according to Equity and good Conscience, your Orator *D.* being ready and willing to settle such Joynture upon his said Sons Wife, although he were surprized in the said Marriage as this Honourable Court shall think reasonable in that behalf upon payment of the Portion promised upon the said Marriage as aforesaid. May it therefore please your Lordship to grant unto your Orators his Majesty's most Gracious Writ of *Sub-pena* issuing out of the High Court of Chancery to be directed

directed unto the said *W. P.* thereby commanding him at a certain day, and under a certain pain therein to be limited to appear Personally in this Honourable Court to answer all and singular the Premises. And to stand to and abide such farther Order and Direction therein as to your Lordship shall seem most to stand with Equity and good Conscience. And your Orators shall ever pray,  
*&c.*

*A Bill to be relieved against an Attachment in London.*

To the Right Honourable, *&c.*

Humbly complaining sheweth unto your Lordship your Orator Sir *R. B. of N.* in the County of *S.* Baronet, That *J. K.* late of, *&c.* in the said County Yeoman, having been Tenant to your said Orator for divers years of a certain Farm, which he held of your said Orator, did thereby become really indebted to your Orator in the Sum of one hundred pounds, and having not Money in his own hands to pay the said Debt of one hundred pounds, or any considerable part thereof, did propose to your Orator that towards satisfaction of the said Money he would make an Assignment to your Orator of a Debt of eighty two pounds due to him from one *J. S.* of *T.* in the said County; and the better to make your Orator believe that he should certainly have received the said eighty two pounds or some such Sum, he the said *K.* wrote several Letters to the said *S.* and was very earnest and importunate with him to pay the said eighty two pounds or other Sum then in his Hands to your Orator, and made an actual Assignment thereof to your said Orator. And upon divers Discourses between your said Orator and the said *S.* he the said *S.* acknowledged himself to be really and *bona fide* indebted to the said *K.* in the said Sum of eighty two pounds, and faithfully promised

to make payment thereof to your said Orator or his Order and to no other person whatsoever. By which seemingly fair Proposals, Discourse and Promises your Orator was for the present well satisfied, and promised not to disturb or arrest the said K. not doubting in the least but he might have received the said eighty two pounds according to the Promises and Agreements of the said K. and S. whenever he should have demanded the same. But now so it is, May it please your good Lordship, that the said K. and S. confederating together with O. T. an Attorney of his Majesty's Court of Common Pleas at *Westminster*, have endeavoured to defraud your Orator of the said eighty two pounds so assigned to him as aforesaid. And to that end the said Confederates do at some times pretend that the said K. was Debtor to the said T. in the like Sum of eighty two pounds; and that he the said T. whilst the said S. was in *London* having intimation that the said S. had of his the said K. his proper Money the said Sum of eighty two pounds, did by virtue of an Attachment out of the said City duly issued cause the said Money to be attached in the Hands of the said S. and had thereupon duly recovered the same, and at other times pretend that the said K. had released the said Debt of eighty two pounds to the said S. before there was any Assignment made thereof to your Orator, and so would make the said Assignment of none effect, whereas they well know that the said K. never was indebted to the said T. in any other than a small and inconsiderable Sum for Law Charges, which the said T. might demand for the Commencement of a Suit in the name and on the Account of the said K. which being never brought to a Trial, the said T. his Fees and just Demands must be very small and inconsiderable, however the same or any other the Demands of the said T. ought not to be paid out of the said 82 £. the same being so assigned as aforesaid, whereby and by the Promise of the said S. to pay the Money as aforesaid to your Orator or otherwise the property of the said Debt was altered, and your Orator became right-  
fully

fully entituled to the said Mony before any Attachment did or legally could issue And the awarding of the said Attachment and all the Proceedings thereon, as also the bringing the said Mony to *L.* and making it liable to an Attachment, were all done by practice and contrivance amongst the said Confederates on purpose to defraud your Orator of his just Debt, and after they had full notice and assurance that the said eighty two pounds were assigned to your Orator, and justly due to him as aforesaid. And if the said *S.* and *T.* have obtained a Release from the said *K.* the same was fraudulently gained, and there was none or but a very inconsiderable Sum paid as the Consideration for the obtaining thereof, and purposely given to disable your Orator from recovering the said Mony, which at the obtaining the said Release they well knew or had been credibly informed, did rightly belong to your Orator as aforesaid. And the said *T.* did give or promise to give some Bond or other Security to the said *S.* against your Orators just Demands before the said *S.* would be prevailed with either to procure the said Mony to be brought to *London*, or to pay any part thereof to him. That the said Confederates well know, that after any Debt or just Demand that they can make from or out of the said eighty two pounds be fully paid and satisfied, the Sum of sixty pounds or some other considerable part thereof will remain undisposed of, and that the same is undoubtedly your Orators Mony; yet nevertheless they the said Confederates do refuse to come to any Accompt, or make any manner of satisfaction to your said Orator of or for the said eighty two pounds, or any part thereof. All which doings of the said Confederates are contrary to Equity and good Conscience. In tender consideration whereof, and forasmuch as the said *J. K.* is now become insolvent, and your Orator is wholly remediless in the Premises save by the favourable aid and assistance of this honourable Court, his Witnesses that should prove the truth thereof being either dead, gone beyond the Seas, or into places remote and to your Orator unknown, or so aged

or infirm that he can have no benefit of their Testimony at any Trial at Law. To the end therefore that the said O. T. J. K. and J. S. may upon their corporal Oaths, as fully and distinctly answer all and singular the Matters and Allegations aforesaid, as if the same were again repeated and particularly interrogated. And more particularly that the said O. T. may set forth when, how, on what account, and in what Sum or Sums of Mony the said J. K. became indebted to him, and when, and by what means he recovered the said eighty two pounds, or any and what part thereof, out of the hands of the said J. S. and that he and the said S. may also set forth and discover when and by whom the said eighty two pounds, or any, and what part thereof was brought to *London*, and whether the same was not so brought on purpose to subject or make the same liable to a City Attachment, and to wrong and injure your Orator after they, or either, and which of them had notice that the same was assigned to your Orator and become his proper Mony as aforesaid, or how otherwise the same became liable to the said Attachment, and what Proceedings were had thereon. And that they may also set forth whether they or either, and which of them ever had and obtained, and when, and for what consideration a Release or Discharge from the said K. for the said eighty two pounds, or other Sum, or any, and what part thereof, and when the same bears date, and in whose presence the same was executed, and who were Witnesses thereto, and more particularly what Sum was paid to the said K. at his giving the said Release, and when, and by whom, and how much of the said eighty two Pounds (after their pretended Demands are satisfied) is still remaining undisposed of. And may shew cause, if any they can, why your Orator should not have the same, as also what they have already received out of the said eighty two pounds. And that the said S. may set forth whether he was not at any time and when indebted to the said K. in the Sum of eighty two pounds, or any and what other Sum

Sum or Sums of Mony, and how. And whether he hath not several times, and how often, and when, where and in whose presence declared, or by writing or otherwise, and how promised to pay the said eighty two pounds, or other Sum which he owed the said K. or any, and what part thereof to your Orator or his Order, or to any such purpose and effect. And upon the whole matter that your Orator may be relieved according to Equity and good Conscience, May it please your Lordship to grant unto your Orator his Majesty's most gracious Writ of *Subpœna* directed to the said O. T. J. S. and J. K. thereby commanding them, &c.

P. V.

*A Bill to be relieved against a Bond taken of the Plaintiff by a Bailiff by way of Dures, &c.*

To the Right Honourable, &c.

Humbly complaining sheweth unto your Lordship your Orator *W. R.* of *H.* in the County of *L.* Yeoman, That whereas *F. C.* Widow, who departed this Life about, &c. did by her last Will and Testament constitute and appoint your Orator and one *E. C.* Guardians of her Children *E. C.* and *A. C.* during their Minority. And the said *E. C.* who was also appointed one of the Guardians of the said Children, did take upon him to dispose of the personal Estate of the said *F.* whereof she died possessed, and your Orator did buy some of her Goods to the value of eight pounds and no more; and shortly after the death of the said *F. C.* one *W. A.* designing to get the said personal Estate belonging to the said Children into his Hands, did pretend that the Right of Administration of the personal Estate of the said *F.* did belong to him, and that he ought to have the same granted unto him, and thereupon a Suit did arise in the Ecclesiastical Court, in which, for and on behalf of the said Children,

your

your Orator did expend fourteen pounds or thereabouts in the defence of the said Children and their Estate given them by their said Mother. But so it is, May it please your Lordship, that when your Orator had expended such Monies as aforesaid, yet the said *E. C.* and *A. C.* the Children of the said *F. C.* combining and confederating themselves with one *C. B.* a Sheriffs Bailiff of the Hundred of *E.* in the County of *L.* how to wrest and extort a Sum of Money from your Orator, he the said *C. B.* did cause your Orator to be arrested at the Suit of them the said Confederates, or some of them, upon a Writ or Action for a great Sum of Money, well knowing that your Orator could not procure Bail to such Action, although in truth your Orator was no ways indebted to them or any of them, and when your Orator was in custody they would not accept of a Warrant of Attorney for an Appearance, but threatned that they would keep your Orator in Goal unless he would give a Bond of twenty pounds penalty or some other penalty with Condition for payment of such Sum as they, or some of them pleased to insert therein, which your Orator remembers not, and they or some of them prepared such Bond and threatned that your Orator should never get out of Prison if he did not seal such Bond to the said Confederates or some of them. And thereupon your Orator was forced and compelled for the gaining of his Liberty to seal, and did by *Dures* seal to them or some of them such Bond; but the said *C. B.* did on the sealing thereof promise and agree to and with your Orator that your Orator should be satisfied and allowed what he had paid and expended in the said Suit as aforesaid. But now so it is, May it please your Lordship, that instead of making any Allowance to your Orator in respect of such disbursements as aforesaid, they the said Confederates do pretend and threaten that they will sue your Orator on the said Bond, and will recover the penalty thereof against your Orator, although they well know that such Bond was obtained by the means and practices aforesaid, and without any real  
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or valuable consideration, and that your Orator is not indebted any thing to them or any of them, but there is a considerable Sum of Money coming and owing to your Orator upon account of his said Disbursements, but the said Confederates do design to vex and oppress your Orator by and under colour of the said Bond, and they refuse to allow or make your Orator any satisfaction for or in respect of his said Disbursements. All which Doings of the said Confederates are very unjust, and tend to the great Wrong and Injury of your Orator. In tender consideration whereof, and for that your Orator is remediless in the Premises at and by the strict Rules of the Common Law of this Realm, and can have no Relief therein but only in Equity in this Honourable Court before your Lordship. And for that your Orators Witnesses who can prove the truth of the Premises, are either dead or gone into parts remote and beyond the Seas. To the end therefore that the said Confederates and every of them may set forth for what Cause your Orator was arrested, and for and upon what consideration the said Bond was given, and to whom, and what is the Date, Penalty and Condition thereof. And whether the said C. B. did promise and agree that your Orator should be satisfied his said Expences and Disbursements, or to that effect. And that the said Confederates may true and perfect Answer make to all and singular the Premises, and your Orator be relieved therein according to Justice and Equity. May it please your Lordship, &c.

Pray Process against C. B. and E. C.  
and A. C. Children of F. C.

*A Bill by a Vintner to be relieved against the unjust Practices of several Merchants, who have unduly obtained several Judgments and other Securities against him.*

To the Right Honourable, &c.

Humbly complaining sheweth unto your Lordship your Orator T. D. of J. in the County of S. Vintner, That your Orator having for divers years last past used the Trade of a Vintner, and kept a Tavern in the said Town of J. and during that time, having occasion to provide and furnish himself with several parcels of Wine, he did buy divers quantities of Wine of R. P. of J. aforesaid Merchant, and also of H. C. and of J. M. and S. C. all of the same Town, being persons that deal and trade in the selling of Wines; and there are several Accounts between your Orator and the said Persons touching the said Trade your Orator hath of late had with them severally and respectively. And your Orator sheweth unto your Lordship that about a year since he happened to have a fall from his Horse whereby he received a great hurt in his Head, and by reason thereof he hath since been much disabled in his Understanding and Memory, and very unfit to settle his Accounts or manage his Affairs. Nevertheless your Orator trusting to the Integrity and Friendship of the persons aforesaid, and not in the least suspecting that they would take any advantage of his Weakness and Infirmary occasioned as aforesaid, was lately prevailed upon to make and enter into several Bonds, Bills or Securities to the persons aforesaid, and to acknowledge or to give some Warrant or Warrants of Attorney for the acknowledging of some Judgment or Judgments in Debt to the said Persons some or one of them, they having promised to your Orator that there should be no use made of  
such

such Bonds, Judgments or Securities to the prejudice of your Orator, at least that the same or any of them should not be farther insisted upon than only for so much Money as should appear to be justly due to them respectively from your Orator, and that no advantage should be taken of the said Securities, or any of them, till a fair and just Account were made out and stated between them, and your Orator (in case he should recover his Understanding and Memory and be capable of transacting his Affairs) or otherwise with such person as should be employed or intrusted with the care of his Concerns; but your Orator sheweth that the said R. P. J. M. S. C. and H. C. not regarding their Promises and the Trust reposed in them by your Orator, but combining and confederating together to turn your Orator out of his real and personal Estate, and to share the same among themselves, have executed or do threaten to take out Execution upon such Judgment or Judgments, and to set on foot such Security and Securities, and to prosecute Actions against your Orator thereupon. Whereas upon a just and fair Account, if your Orator could obtain it to be made between them and your Orator, it would appear your Orator is very little indebted to them, or any of them, if at all indebted. And particularly your Orator sheweth that the said J. M. as he pretends, procured your Orator to confess a Judgment to him in two hundred pounds Debt or some such great Sum in his Majesty's Court of Common Pleas at *Westminster* at *Michaelmas* Term last or some other Term, upon which the said J. M. did sometime in *Easter* Term last or very lately take out an Execution upon the said Judgment, and levied the whole Debt recovered upon your Orator his Goods and Chattels, taking the Wines out of his Cellar and the Furniture out of his House to a great value, to the utter undoing of your Orator, and disabling of him to proceed in his said Trade, whereas your Orator, as the said M. very well knows, hath paid all or a great part of the Money due upon the said Judgment before the Execution taken out

out thereupon. And whereas the said Judgment was given to secure the said *M.* in some Obligation wherein he stood bound with your Orator, and your Orator hath long since discharged the said Bond and the said *M.* hath been saved harmless therein. And the said *R. P. S. C.* and *H. C.* do severally pretend that your Orator is much indebted to them, and they give out in Speeches that they have lately obtained from your Orator several Warrants of Attorney to confess some Judgment or Judgments to them, which Judgments they either have entred or will shortly cause to be entred, and do threaten to take out Execution thereupon. And moreover it is pretended by the said Confederates that they have some Lease, Mortgage or Security made by your Orator to them, some or one of them, of certain Messuages, Lands and Tenements in the County of *S.* of the yearly value of one hundred pounds or thereabouts whereof your Orator is seised in right of *M.* his Wife, which they threaten to take advantage of and to turn your Orator out of possession of the said Estate, whereas all such Judgments, Mortgages and Securities were obtained by the said Confederates during your Orators Weakness, and after he had contracted a crazing in his Head by the fall from his Horse as aforesaid, and were procured by and upon fair Pretences, Insinuations and Promises of the said Confederates that no Advantage would be taken thereof to your Orator his Prejudice. Nevertheless they the said Confederates having been lately requested by your Orator or some other person employed to assist him in his Business in his behalf hath requested them to discover what Securities they or any of them have obtained from your Orator, and to come to an Account with your Orator touching the Debts pretended to be respectively due to them, they refuse to make such Discovery, or to come to any Account, but do threaten to prosecute your Orator upon the Judgments and Securities they have obtained as aforesaid, and to take advantage of them with the utmost Rigour and Extremity, which dealings of the said Confederates

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are against all Equity and good Conscience, and tend to the utter Ruin of your Orator. And forasmuch as your Orator is not relievable in the Premises by the Common Law, and for that your Orator having been by the Accident aforesaid much impaired in his Memory and Understanding, that he cannot call to mind the particular Natures, Import or Considerations of the several Securities obtained from him as aforesaid, nor can otherwise come to the knowledg of them than by the Confession and Discovery of the said Confederates, nor can make appear what Sums of Mony have been paid them for and towards satisfaction of their respective Debts, for that your Orator his Witnesses that could prove the same are either dead or in places remote beyond the Seas, and unknown to your Orator, nor can your Orator be relieved against the Penalties and Forfeitures that there may have been incurred in and upon such Securities, nor can compel the said Confederates to acknowledge satisfaction upon the Judgment or Judgments they may have obtained against your Orator, or to deliver up their several Securities in case they should appear to have been gained by Practice and Circumvention, or in case all the Mony due thereupon has been paid and satisfied. But your Orator is properly and only relievable in the matters before set forth in a course of Equity in this honourable Court. To the end therefore that the said *R. P. J. M. H. C.* and *S. C.* may answer and set forth what Obligations, Bonds, Bills, Judgments, Mortgages or Securities for Mony, they or any of them, and which of them at any time, and when, and where have procured, recovered or obtained from your Orator. And that they may set forth the several Dates, Natures and Contents of such Securities, and the Names and Places of abode of the respective Witnesses to such Securities, and for what considerations they have been obtained. And whether they did not take notice that your Orator was much disabled in his Memory and Understanding by a hurt from off his Horse, or otherwise at the time of his giving or entring into such Securities,

Securities, or some of them, and which of them, and whether they did then judge him capable of transacting his Affairs or settling any Account. And that they may set forth what Pretences or Promises they made or used to your Orator to induce him to give or enter into such Securities. And that they may set forth how much your Orator hath been indebted to them respectively since he traded with them, and for what in particular, and the several times when such Debt or Debts grew or were contracted. And that they may set forth what Sums of Mony or other Satisfaction they have had and received from your Orator or his Wife, or any one else in his behalf, for and towards payment of their respective Debts, and at what times had and received. And particularly that the said *J. M.* may set forth what Mony or other Satisfaction he had and received towards the Judgment of two hundred pounds before he took out Execution thereupon. And may set forth for what Debt or Consideration the said Judgment was acknowledged, and how much justly due to him upon the said Judgment when he took out Execution thereupon, and what Goods of your Orators, and to what value have been taken in Execution upon the said Judgment, and how, and to whom have such Goods been disposed of. And how much Mony hath been levied upon such Execution; and that the said *R. P. J. M. S. C. and H. C.* may come to an Account with your Orator, and may set forth how much Mony is severally and respectively due to them, and how it grew due, and may true, perfect and distinct Answer make to all and singular the Premises. And that your Orator may have speedy Relief herein according to all Equity and good Conscience, May it please your good Lordship to grant to your Orator his Majesty's most gracious Writ of *Subpœna* issuing out of the High Court of Chancery to be directed to the said *R. P. &c.* thereby commanding them, and every of them, at a certain day and under a certain pain therein to be limited, Personally to be and appear before your Lordship in the said honourable

honourable Court of Chancery, then and there to answer to all and singular the Premises, and farther to stand to and abide such farther Order and Decree therein as to your Lordship in your most grave Wisdom shall seem most agreeable to Equity and good Conscience.

And your Orator shall pray, &c.

*A Bill brought against one who entred by Abatement into certain Lands descendible to the Plaintiff in the life time of the Plaintiffs Father, to discover what Title the Defendant claims to the Premises, and to bring what Writings he hath which concern the same into Court.*

To the Right Honourable the Lords Commissioners for keeping of the Great Seal of England.

Humbly complaining sheweth unto your Lordships your daily Orator *W. A.* of *E. A.* in the County of *Y.* That whereas *J. A.* your Orators Father was heretofore seised in his Demesne as of Fee, or some other Estate of Inheritance, of and in a Messuage or Tenement with divers Lands and Grounds usually enjoyed, situate and being in the Parish of *M.* in the County of *C.* of the yearly Value of, &c. And the said *J. A.* being so seised about twelve years since died so thereof seised. After whose death the Premises descended to your Orator as eldest Son and Heir of his said Father, and by reason thereof your Orator ought to have enjoyed the same: But your Orator sheweth that at the time of his said Father's death, he being abroad in Service in places far distant from the Premises, one *W. W.* alias *A.* without pretence of Title entred into the said Messuage and Premises by Abatement, and by that means got into his hands and possession all the Deeds and Evidences concerning the Premises, the same then remaining in the said Dwelling House, and having got so into possession thereof, hath contrived di-

vers secret Estates thereof, and hath ever since wrongfully detained the possession of the same from your Orator, and by reason of the late Wars (but lately ended in those parts) your Orator could not get relief therein, albeit he from time to time made his Claim thereunto, and hath often requested the said *W. W.* alias *A.* to suffer your Orator to have the possession thereof, and to recompence your Orator for the mean Profits of the Premisses, and to deliver him his Evidences, or to shew by what Right or Title he held or claimed the same. All which the said *W. W.* alias *A.* hath hitherto refused, and as yet also doth refuse to do. In tender consideration whereof, and for that your Orator knoweth not the certain Number or Dates of the said Evidences, and therefore hath no means at the Common Law to recover the same. And for that without his Evidences he cannot maintain any Suit at Law for recovery of the said Messuage and Premisses and the mean Profits thereof. And to the end that the said *W. W.* alias *A.* may upon Oath set forth by what pretence he holdeth the Premisses, and by what Conveyance and upon what Consideration, and likewise what Estates he or any by his privity hath contrived of the Premisses, and to whom. May it therefore please your Honours to relieve your Orator in Equity herein, and to grant unto your Orator not only a Writ of *Subpœna* to be directed to the said *W. W.* alias *A.* commanding him thereby at a certain day and under a certain pain therein to be limited personally to appear before your Honours in the Court of Chancery, then and there to answer to all and every the Premisses directly upon his Corporal Oath, and to set forth by what Right or Title he claimeth the Premisses, and from whom, and for and upon what consideration, and what Estate or Estates he hath made or is privy to the making of touching the Premisses, but also a Writ of *Duces tecum* to be directed to the said *W. W.* alias *A.* commanding him thereby forthwith to bring and deliver into this honourable Court, all the Deeds, Writings and Evidences concerning the Premisses there

there to remain until your Honours shall have the hearing and determining thereof. And farther to stand to and abide such farther Order, &c.

*W. Beltr.*

*Bills to discover Superstitious Uses.*

Information to. discover an Estate that was given to Superstitious Uses, and upon what Trusts and Uses given.

Humbly complaining sheweth and informeth unto your Lordship, Sir *W. J.* Knight, his Majesty's Attorney General, by the relation of *J. B.* of, &c. in the County of *York*, That one *L. M.* late of, &c. in the County of *Lancaster* deceased, was in his Life-time and at the time of his Death, seised in his Demesne as of Fee, or of some other good Estate of Inheritance of and in divers Messuages, Lands, Tenements and Hereditaments of the yearly value of 200 *l.* And was also in his Life-time and at the time of his Death possessed of, interested in, and intituled unto a very great personal Estate consisting in ready Money, Plate, Jewels, &c. to the value of 1500 *l.* and upwards. And being so seised, possessed, interested and intituled, and being not only Popishly and superstitiously inclined, but one of those that go under the Name or Notion of a Quaker, or a Papist under that pretence; and having been in his Life-time a very great and zealous Promoter or Patron of that Religion, with which the said County of *Lancaster* is very much infected, and being desirous and designing with himself to be a considerable Patron or Agent at his Death for the carrying on of the aforesaid Sect and Schism, to the great Scandal and Offence of the true Protestant Religion, as the same is now established in their Majesties Dominions, and contrary to the Laws of this Kingdom, and divers Statutes in that case provided,

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provided, he the said *L. N.* on or about the 19th day of *August* in the year of our Lord 1676. did make and publish his last Will and Testament in writing, and did thereby give and devise all his said Messuages, Lands, Tenements and Hereditaments being of the yearly value aforesaid, and also his said personal Estate to *J. G. J. P. T. P. W. W.* and *R. S.* (being all of them persons in the like manner disposed) and to their Heirs for ever, chargeable only with some few and small Legacies and Sums of Mony, which he thereby gave to his Relations and others; the better to colour the contrivance and design which he had of giving all the rest of his Estate to the aforesaid Superstitious, Popish and other the unlawful Uses therein mentioned, and several of the Legacies which he did by his said Will give to his Friends and Relations, were given with this or the like qualification expressly set down in the said Will, (to wit, provided they would be and continue in the Truth) which being expounded according to the meaning of that Sect of People is so as they shall continue superstitious and Enemies to the true Protestant Church, and of his said Will did make and constitute one *R. S.* sole Executor in Trust only, as is thereby expressed, for the said superstitious and unlawful Uses and Purposes, and he to have no benefit thereby save 30 s. and eight Lambs, which are thereby given him for his pains in executing of his Trust. But what that Trust is, and upon what Trust the said Messuages, Lands and Premises were devised to the said *J. G. J. P. T. P. W. W.* and *R. S.* is no where particularly expressed; nor doth appear in and by the said Will as aforesaid, but the said *J. G.* and other the said confederate persons do very well know that the said Messuages, Lands and Premises, and the said personal Estate were to them devised for several superstitious and unlawful Uses, and in particular a great part thereof for the erecting of a Meeting-House for the said sort of People, and for the endowing thereof and raising a Maintenance or Provision for their sort of Teachers and Meeters, and for the maintaining and bringing up of several sort of persons in their

their persuation, and in order to the providing for them at such their unlawful Meetings, and to encourage them thereunto And the said *L.N.* did direct and inform them accordingly, and to some such end and Purpose to apply and imploy the same: And soon after the making of the said Will the said *L. N.* departed this Life so seised, possessed, interestted and entituled as aforesaid, and being at his Death little or nothing indebted to any person or persons whatsoever. And the said Informer farther sheweth and informeth unto your Lordships that the said Surplus of the said several Estates both real and personal over and besides the aforesaid small Legacies particularly given by the said Will (which did not amount to the twentieth part of the said Estates) was in truth given and devised to the said *J.G.T.P. J.P. W.W.* and *R.S.* the Trustees, and *R.S.* the Executor, who are all of them notorious in their way and superstitiously inclined, and a great part thereof and of the Profits thereof already applied by them or others for them, for the building of one or more Meeting-Houses or places for persons of that Sect and Party to meet in for the venting of their seditious Doctrin, and drawing his Majesty's Subjects from the true Protestant Religion, and their Obedience to his Majesty, his Laws and Government, and also for the maintenance of several of their Teachers, as they call them, and of such Profelytes as they should seduce to their side and party, and otherwise for the carrying on, propagating and incouragement of that Sect and Party (which hath already spread it self over and infected a very great part of the said County and the Inhabitants thereof) or the said Surplus of the said Estate was given and devised to the said persons and Trustees upon some such, or to, or for the like superstitious and unlawful Use or Uses as aforesaid, or to some other superstitious and unlawful Uses well known to the said several persons, and appointed and directed by the said *L. N.* and wherewith all the said several persons, or some of them, were secretly and privately charged and entrusted, but contrary to divers good and wholesome

Laws and Statutes in that case made and provided; whereby the said several Messuages, Lands and other the said Estates are now by Law become forfeited to their Majesties; and their Majesties ought therefore to have an accompt of the said several Estates real and personal, and of the particular Kinds, Natures and Values thereof, and where the same do lie, and in whose hands they are, the better to make seisure thereof according to the Laws of this Kingdom. But now so it is, May it please your Lordships, That the said *J. G. J. P. T. P. W. W. R. S. and R. S.* the said Executors combining and confederating together amongst themselves, and with several other persons who lie undiscovered (whom your Orator prays may be made Parties to this Bill with apt words to charge them) how to defeat their Majesties of the said several Estates so become forfeit to them as aforesaid, and therewith to carry on and propagate their superstitious Uses beforementioned, to the seducing of many of their Majesties good Subjects from the true Protestant Religion and their Obedience to their Majesties and their Government, according to the Trust reposed in them by the said Testator as aforesaid, and contrary to the Laws of this Kingdom, they the said Confederates, the better to bring about and effect the same, do sometimes give out and pretend that the said Testator did give and devise the said Surplus of the said several Estates to them absolutely, and not for any the ends or purposes aforesaid, and without any manner of Trust whatsoever save for the payment of the few small Legacies before mentioned, and that therefore they ought to be permitted to enjoy the same; whereas the said Confederates do in their Consciences well know that the said several Estates or any part thereof, save the 30 s. and eight Lambs devised to the said *Richard Symphon*, was not given or devised to them, or any of them absolutely for their or any of their own use, benefit and behoof, but that the same was in truth given and devised to them for the ends and purposes aforesaid, and for the carrying on and propagation of the said Sect and Schism,

of

or to some other superstitious and unlawful Uses. And to that purpose, and for the better management of the said Estate to the evil and unlawful ends and purposes aforesaid, the said Confederates and other of their Sect and Party, who are concerned in the disposition thereof and to have the benefit thereby, have nominated and appointed amongst themselves several other persons to the Relators yet unknown, (and whom the Informer prays when discovered may be joined with the other Confederates) for the management and disposition of the said Estates to the Uses and Purposes aforesaid, neither in truth is it in any sort credible that the said Testator should devise so great an Estate to the persons aforesaid, who were none of them any way related to him, especially he having a great many near and poor Relations to whom he might have devised the same. And at other times the said Confederates do pretend that the said several Estates were devised upon some other Trust or Trusts and not upon any of the said Trusts before mentioned; but upon what Trust or Trusts the same was devised, the said Confederates do utterly refuse to discover. And at other times the said Confederates do pretend that the said several Estates are worth very little more than the Legacies by the said Will particularly devised, and that the said Testator died very much indebted, and that they have paid away all or the greatest part of the said several Estates in discharge of the said Testators Debts and the Legacies by him particularly and expressly devised as aforesaid. Whereas the said Confederates do in their Consciences well know that the said several Estates at the time of the said Testators death were of much greater value than would discharge the said Testators just Debts and the Legacies by him particularly devised as aforesaid, and that the said Testator died little or nothing indebted in any real and just Debts to any person or persons whatsoever; but the said Confederates the better to conceal and lessen the said Estates do pretend to have paid several great Debts, which were not real and just Debts of the said

Testator really and *bona fide* owing by him at the time of his Death. And such of the said Testators just Debts as the said Confederates do pretend to have paid they did in truth compound for some small Sums of Mony, which they refuse to discover, and pretend to have paid much more in discharge thereof than they have really and *bona fide* paid, and the said Confederates do wholly refuse to make a discovery of the said several Estates of the said Testator; and which Messuages, Lands, Tenements and Hereditaments in particular, and where lying and being the said Testator died seised, possessed of, interessed in or intituled unto, and what is the true and real yearly value thereof, and who hath received the Rents, Issues and Profits thereof since the said Testators death, and to what uses and purposes the same have been imployed, and whether not a great part thereof in such manner as is before mentioned, and what is become thereof, and whether not such Meeting-Houses built therewith, and wherefore the same should not be pulled down and demolished. And do likewise refuse to discover what personal Estate the said Testator died possessed of, interessed in or intituled unto; and what Bonds, Leases, Mortgages, Statutes, Judgments or other Securities for Mony or other Debts were owing to the said Testator at his death, and by whom and upon what Securities the same were owing, and what ready Mony or Plate, Rings or Jewels, and what Horses, Oxen, Cows, Sheep and other Cattle, &c. And refuse to discover what Rents, Fines, Issues or other Profits they or any by their direction have made and received, or without wilful default might have had, made and received by and out of the said Messuages, Lands, Tenements and Hereditaments, and other the said Testators real Estate as aforesaid in each respective Year since the said Testators death, and by whom and to whom, and what Rents and Fines or other Profits from time to time the same have been let or managed, and by whom received or might have been let or managed, and by whom received or might have been called in and received, and what Monies

or Debts of the said Testator are yet standing out in the hands of any, and what person or persons, and upon what Security or Securities or otherwise, and which and what part of the said personal Estate of the said Testator the Confederates, any, and which of them, or any for them, or by their, or any, and which of their direction or privity have possessed themselves, or hath in any ways come to the hand or use, and how, and to whom, and when, and at and for what Rates and Prices the same particularly hath been sold and disposed of, and what was the full, real and true Value thereof, and what is become of the Residue thereof. And the said Confederates, the better to conceal the said Testators personal Estate and to lessen the value thereof, do refuse to exhibit any Inventory thereof, or if any Inventory be exhibited, therein are divers great and under Valuations of divers and sundry parts of the said personal Estate, and thereout are divers omissions of sundry other parts of the said Testators personal Estate which are concealed; and the said Confederates do utterly refuse to make a full and perfect discovery of the particular kinds and sorts, natures and values of the said Testators real and personal Estates, of their Receipts and Managements thereof, and of their dispositions thereof, and what is become of the residue thereof, as they ought for to do, that the King's Majesty may be the better inabled for to seise the said several Estates over and besides the Testators said Debts and the particular Legacies aforesaid, which is now become forfeited to him as aforesaid, and that your Orator *J. B.* who is the Cousen and near Heir at Law to the said *L. N.* may be thereof utterly disinherited. In tender consideration whereof, and for that the aforesaid Trust or Trusts, by which the said Estate was devised to the said Confederates as aforesaid, is kept private among the said Confederates, and cannot be discovered so as to have a Condemnation and Seisure thereof according to the strict Rules of the Common Law without the Oaths of the said Confederates, the Matters having been privately managed and Witnesses dead, &c. and no relief but by the

the aid and assistance of this honourable Court. To the end that the said Parties may set forth and discover the truth of all and singular the Premisses, and more particularly that they may set forth upon what Trust or Trusts, and to what Use or Uses, Interests and Purposes the said several Messuages, Lands and other the said Estates were devised to the said Confederates as aforesaid, and whether they have not elected and nominated among themselves divers others, and who by Name, to be Trustees and Overseers in the management and disposition of the said Estates to the ends and purposes as aforesaid, or to what other ends or purposes. And may make a full and perfect discovery of the several Estates and of their Managements, Receipts and Dispositions thereof, and to what uses and ends the same, any and what part thereof hath been applyed. And that the said Confederates may full, true and perfect Answer make to all and singular the Premisses and of the several Circumstances thereof, and that as fully and particularly as if the same together with the several Circumstances thereof were again repeated and particularly interrogated in the Prayer of this Bill. And that upon full and perfect Examination and Discovery of all and singular the Premisses there may be such farther Relief in all and singular the Premisses as to Equity and good Conscience shall appertain. May it please your Lordships, the Premisses considered, to grant unto your Orator his Majesty's most gracious Writ or Writs of *Subpoena* to be directed unto the said, &c.

*A Bill to discover Assets.*

Humbly, &c. shew unto your Lordships Sir F. D. of, &c. Bar. F. D, Esq; and Dame E. his Wife, late Wife of E.C. Esq; deceased, and Administrator of all and singular the Goods and Chattels, Rights and Credits, which were of P. C. Gent. at the time of his decease by her said late Husband J. C. deceased, Executor of the said P. C. not administred of, together with the Will of the said P. annexed,

annexed, That whereas *E. P.* late of *H.* in the Hill, in the County of *M. Gent.* deceased, and *W. P.* of *London Gent.* did heretofore in their lives times borrow and receive of the said *P. C.* 50 *l.* in Money, and for the repayment thereof with the Interest, the said *E. P.* and *W. P.* by their Obligation bearing date on or about the second day of *June*, 1652, became joyntly and severally bound to the said *P. C.* in his Life time in the penal Sum of 100 *l.* conditioned for the payment of 50 *l.* with consideration for the forbearance thereof unto the said *P. C.* his Executors or Administrators at the end of six Months then next following, or some other time shortly after, as by the said Obligation and Condition thereof may more at large appear. And your Orators farther shew that the said 50 *l.* and the consideration for the forbearance thereof was not paid in the time limited in the said Obligation, or at any time since by the said *E. P.* or *W. P.* or either of them, or by any other on their behalf, but the same and every part thereof is still due and owing upon the said Bond. And your Orators farther shew that the said *E. P.* not long after, or at some time after the sealing of the said Obligation, did settle and assure to and upon *J. H. Esq;* and divers other Trustees (whose Names are yet unknown to your Orators, whose Names your Orators humbly pray may be inserted into this Bill of Complaint and made Parties thereunto when they shall be discovered) divers of his Lands, Tenements and Hereditaments situate, lying and being at *H.* on the Hill aforesaid, and divers other places within the Realm of *England* in Truſt for the payment of the said Debt due and owing upon the said Obligation and of other Debts mentioned in a Schedule annexed to the said Settlement, which said Lands and Tenements were and are of the yearly Value, and the Rents and Profits thereof do amount unto the Sum of 500 *l.* and afterwards, since which Settlement made the said *J. H.* and other the said Trustees have entered into and upon the said Lands and Tenements, and they the said *J. H.* and other the said Trustees, or some other person or persons by their permission and appointment,

ment, have had taken and received the Rents, Issues and Profits of the said Lands and Premisses which amount to the yearly value aforesaid. And the said *E. P.* being dead since the said Settlement, they have not satisfied and discharged the said Debt owing upon the said Obligation as aforesaid, but have converted the Moneys raised out of and by the Rents and Profits of the Premisses to their or some of their own uses and behoof. And the said *W. P.* in his Life time being possessed of and interested in a very good personal Estate to the value of 2000 *l.* and upwards, sufficient to pay all his Debts with a great Overplus, did on or about the 15th day of *Septemb.* in the year of our Lord God 1652, make his last Will and Testament in Writing, whereby he bequeathed divers Gifts and Legacies of very good value unto *E. P.* and unto divers other Persons in the said Will named, and all the rest and residue of his said Goods, Moneys, Debts and Estate whatsoever he thereby gave and bequeathed unto his only Son *W. P.* and of his said Will did make and constitute *R. N.* Citizen and Chirurgion of *London* his sole Executor, during the Minority of his Son *W. P.* and shortly after died so possessed as aforesaid. And the said *R. N.* after the death of the said *W. P.* did take upon him the Execution of the said Will and proved the same, and possessed himself, or might have possessed himself, of all the Goods, Chattels and personal Estate of the said *W.* sufficient in value to pay all his said Debts with great Overplus. And your Orators farther shew, that the said *P. C.* on or about the 14th day of *July* in the year of our Lord 1653. made his last Will in writing, and thereof made the said *J. C.* his sole Executor and afterwards died, after whose death the said *J. C.* proved the said Will, and took upon him the burthen and execution thereof. By virtue whereof the said 50 *l.* due upon the said Bond with consideration for the forbearance thereof did of right become due and payable unto him the said *J. C.* who after the death of them the said *E. P.* and *W. P.* did acquaint the said *R. N.* with the Debt due upon the said Bond, and required him

to make payment thereof unto him the said *J. C.* And the said *R. N.* did often and sundry times in private between him the said *R. N.* and the said *J. C.* promise payment thereof, but in truth did never pay unto him any Money due upon the said Bond; whereupon the said *J. C.* about the Term of *St. Michael* in the year of our Lord 1655 did put the said Bond in Suit against the said *R. N.* in the upper Bench at *Westminster* thereby endeavouring to recover the said Debt, and to compell him the said *R. N.* to make satisfaction thereof. But he the said *J. C.* before he had recovered or received any Money due upon the said Bond in or about the Month of *June* died Intestate, after whose death the said *E.* by virtue of the said Letters of Administration took upon her the Administration of the Goods and Chattels, Rights and Credits which were of the said *P. C.* at the time of his death by the said *J. C.* unadministred of, together with the Will annexed of the said *P. C.* as aforesaid, and by virtue of such her Administration was justly intituled to the Debt due upon the said Bond, and hath several times before her Intermarriage with the Complainant *F. D.* her now Husband, demanded the said Moneys due upon the said Bond with the consideration for the forbearance thereof of the said *R. N.* and the said *J. H.* But now so it is, May it please your Lordships, the said *J. H.* and the other Parties aforesaid, and *R. N.* by Combination with the said *E. P.* and *W. P.* (whose Guardian the said *R.* is during his Minority) do endeavour to defraud your Orators of their just and due Debt; and the said *J. H.* and other the Trustees of the said *E. P.* refuse to perform the said Trust, utterly concealing from your Orators the said Settlement of the said Lands made by the said *E. P.* upon Trust as aforesaid. And the said *R. N. E.* and *W. P.* conceal the greatest part of the said Testators *W. P.* his Estate, and although they pretend they have exhibited an Inventory thereof into the Prerogative Court or any other Court or Courts lawfully authorized to receive the same, or if any be exhibited by them the same is not a true perfect Inventory

tory of the said *W.P.*'s Estate, but many things of great Value are omitted to be inserted therein, and other part of the said Estate is very much undervalued in the appraisment thereof; and there are several Sums of Money owing unto the said *W.P.* deceased by several persons unknown to your Orators, which the said *R. N. E. P.* and *W. P.* the Son by the Combination aforesaid do conceal, and do now give out in Speeches that the said *W. P.* died much indebted more than the Estate will satisfy, on purpose to drive your Orators to some low Composition, and to abate part of their said Debt, whereas in the mean time the said *R. N.* by the Combination aforesaid hath paid and doth pay divers Legacies, and satisfy divers Debts with Specialty, and hath confessed several Judgments for greater Sums of Money than indeed was due and owing by the said *W. P.* and doth refuse to pay and satisfy the said Debts unto your said Orators, although they your said Orators have often in a friendly manner requested them so to do. And your Orators farther shew unto your Lordships, that your Oratrix *H.* before her Intermarriage with the said *F. D.* her now Husband, for recovery of the said Debt, was compelled and enforced lately to put the said Bond in Suit at the Common Law against the said *R. N.* and the said *R. N.* hath thereto pleaded he hath fully administered all the Testator's *W. P.*'s Estate. And your Orators not being well able to find out the particulars of the said Testator *W. P.*'s Money, Plate, Goods and Estate, nor discover what Debts and Legacies the said *R. N.* hath unduly paid, and what Debts are owing to the said *W.P.*'s Estate, nor by whom the same are owing, nor in whose hands the said Debt-Books Debts or other Specialties are, and not being able to discover the same but by the aid and assistance of this Honourable Court, and by the Answers of the said *R. N. E. P.* and *W. P.* unto whom the same are very well known, did formerly exhibit their Bill of Complaint in this Honourable Court against them the said *R. N. E. P.* and *W. P.* unto which Bill the said *R. N.* and *W. P.* did put in very insufficient and imperfect Answers, and

and have since procured your Orators said Bill to be dismissed for some neglect of your Orators Clerk, whereby your Orator will be altogether remediless in the Premises, but by the farther aid and assistance of this Honourable Court against such doings and proceedings of the said Confederates which are contrary to Justice and Equity. To the end therefore that the said Confederates may set forth and discover whether the said E. P. did grant, convey and assure to the said J. H. or any other person or persons, and to whom, any Lands or Tenements for the payment of his said Debts, and if so, when any such Grant or Conveyance was made, and where such Messuages, Lands or Tenements do lie, in what Parishes, Towns, Places and Counties, and in whose Tenure and Occupation the same are in, and what Rents have been yearly paid for the same since the said Settlement, and to whom, and what Rents and Profits, Sum or Sums of Money the said J. H. or any other person or persons by his or any other of the said Trustees Consent or Privy, hath or have had, made or received out of or by the said Messuages, Lands, Tenements and Premises since the said Settlement, and how he and they have or hath disposed of the same, and may set forth what Debts he the said J. H. or any other of the Trustees have paid and satisfied since the said Settlement so made, and to whom owing, and whether the said Debt due upon the said Bond be not one of the Debts mentioned and inserted in the said Schedule for payment whereof the said Settlement was made, and the said J. H. and other the said Trustees, or any of them, is or are intrusted as aforesaid. And that the said Confederates may set forth and discover what ready Money, Plate, Jewels or other personal Estate the said W. died possessed of, and what part thereof at any time since the death of the said W. hath come to their or any of their hands and possessions, and what Debts were owing to the said W. at the time of his decease, and from whom, and upon what Security or Securities, and what Debts have been by them or any of them received, and of whom, and where such person

person or persons dwell, with their Names and the particular places of their abodes, from whom and by whom such Debts were owing. And also to set forth what Debts and Legacies the said *R. N.* or any other by his Privy, Permission or Consent hath or have paid, and to whom, and what they or any of them have agreed to pay for the Debts owing to the said *W.* whether at a lower rate than they are mention'd, and the Specialties whereupon the same are due, and that the said *J. H.* and *R. N.* or one of them, may be compelled to pay and satisfie unto your Orator the said Debt and Damages, or may shew good cause to the contrary. And that all and every of the said Defendants may upon their corporal Oaths make a full and perfect Answer unto all and singular the Premisses, and your Orator may be relieved therein according to Equity and good Conscience. May it please, &c.

### Bills to discover a Title.

*The Complainant exhibits his Bill to discover his Title, and to be relieved against a Verdict.*

Humbly complaining sheweth, &c. your Orator *J. F.* of *London*, Gent. That whereas heretofore (that is to say) in or about the Month of *August* 1635. your said Orator did purchase to him and his Heirs of Sir *R. H.* and Dame *M.* his Wife since deceased. *G. M.* Esq; and *M.* his Wife, and *K. S.* (which said *M. M.* and *K.* were Daughters and Co-heirs of *T. S.* Esq; deceased) and also of *W. H.* Son and Heir apparent to the said Sir *R. H.* all that the Manor or Lordship or reputed Manor or Lordship of *G.* alias *G.* with the Appurtenances in the County of *D.* (for which your Orator paid the Sum of 4000 *l.* or thereabouts) and afterwards your Orator entred and hath enjoyed the same ever since, and ought so to do without any Claim to be made to the same or any part thereof by

by any person whatsoever. And your Orator farther sheweth that heretofore the said Manor of G. before your Orators Purchase thereof, did consist of the Lands which are your Orators, and of the Milk-house and the Broom-house, and your Orator did only purchase G. and the said Milk-house, but did not purchase the Broom-house; but the said Broom-house before that time was conveyed by the said T. S. or his Heirs to one J. H. and his Heirs, and as well the said Lands of your Orator as the Broom-house were all together called G. and were enjoyed together by the said T. S. and his Heirs, and do contain in the whole 1100 Acres or thereabouts. And your Orator sheweth, That the said Lands so purchased by your said Orator do consist of Eleven Farms and Lands thereunto belonging, and were anciently divided into Eleven several Farms, and yet so that every several Farm was not of equal value to the other, but some were of greater, and some were of lesser yearly value and did contain a lesser quantity of Lands than the other. And your Orator sheweth, that amongst the said Eleven Farms there is one small Farm or Tenement and Land thereto belonging called *Watson's Farm* which was thenceforth reputed to be of the yearly value of 4 or 5 *l. per Ann.* and since the valuing of the said several Farms hath been held promiscuously with the said other Farms, and the Lands to the said Farm or Tenement belonging do lie dispersedly in the Common Fields of G. and by reason of the long unity of Possession, the Meets, Bounds and Land-marks thereof cannot be known nor distinguished. And your Orator sheweth, that heretofore in the time of the Reign of K. *Edw. 6.* the Earl of *Rutland* that then was, being seized of the said Farm called *Watson's Farm* in Fee, made a grant thereof unto the said J. W. and his Heirs, and by virtue thereof the said W. became seized of the said Farm and Lands to him and his Heirs; and afterwards the said J. W. being seized in his Demesne as of Fee of a Farm, and certain Lands situate, lying and being in F. in or near the County aforesaid in due manner and form of Law exchanged with the above-

said *T. S.* the said Farm and certain Lands of his in *F.* in or near the County aforesaid, for the said Farm called *W.* Farm, and by virtue thereof the said *T. S.* became seised in his Demesne as of Fee, of and in the said *W.* Farm and held and enjoyed the same during his Life, and was not opposed or disturbed therein, and the same descended to his said Daughters and Co-heirs of whom your Orator purchased as aforesaid. And your Orator sheweth, that now of late *J.* Earl of *Suffolk* by Practice and Combination between him and one *W. S.* his Servant, Trustee and Agent and other persons unknown, (whose Names when your Orator knows your Orator prays may be here inserted and made parties to this Bill with apt words to charge them) do endeavour to gain from your Orator the said Farm and Lands thereunto belonging called *Watson's* Farm, and for that purpose the said Confederates do give out and pretend that the said Farm and Lands were granted by the said Earl of *Rutland* long before the Grant made unto *Watson* as aforesaid unto the said King *Edward* the Sixth, and that the same did afterwards descend to the late Qu. *Elizabeth*, who made a Lease thereof to the said *T. S.* for 21 years at and under the yearly Rent of, &c. and border Service; and that afterwards King *James* granted the said Farm to the late Earl of *D.* and his Heirs, who afterwards gave the same to *J. S.* late Earl of *Suffolk* deceased and his Heirs, and that the same afterwards descended to the said now Earl of *Suffolk* as Heir to the said *J. S.* his Father, when as in truth there is not nor ought not to be any such Title set on foot against your Orator, but the said Farm and Lands was always reputed and held to be part of *G.* and part of the Possessions of the said *T. S.* deceased, from whom your Orator claims as aforesaid, and neither the said *T. S.* nor his Daughters and Co-heirs of whom your Orator purchased, ever paid any Rents for the said Lands called *W. Farm*, nor did your Orator pay any Rent for the same, nor was your Orator ever till of late knowing of such pretended Title, but conceived that the said *T. S.* was seised thereof

thereof in Fee, and that his said Co-heirs had power to grant the same, and your Orator in his Purchase paid for the same accordingly. And in pursuance of the said Combination the said Earl of S. about a year since brought an Action in Ejectment against your Orator for the Trial of his Title to the said Farm and Lands, and thereby declared against your Orator for two Messuages, 50 Acres of Land, and 50 Acres of Pasture with the Appurtenances in the Parish of the Holy Island, and brought the said Action to Trial against your Orator at the last Assizes held for the said County of *Durham*, and thereupon producing and giving in Evidence, the said Lease pretended to be made by the said late *Q. Elizabeth* to the said *T. S.* at and under the said yearly Rent of 30 s. and your Orator being surprized therein, not knowing any thing of the said Conveyance made by the said *W.* to the said *J. S.* in exchange for his Lands in *F.* the Jury gave a Verdict for the then Plaintiffs Title against your said Orator for two Messuages, fifty Acres of Land, fifty Acres of Meadow, and fifty Acres of Pasture in *G.* which indeed was more than the said Plaintiff made Title to, for he gave Evidence but for one Messuage, and the said whole Manor and Lands of *G.* (the said Broom-house and the said Lands thereto belonging being included) doth not contain above 1100 Acres, and the said Earl lays Claim but to an Eleventh part thereof, so that the said Verdict is given for a greater parcel of Lands than the said Manor and Lands will bear, yet the said Earl of S. doth endeavour to lay Execution upon part of the said Manor and Lands in *G.* in your Orators Possession only for two Messuages, fifty Acres of Land, fifty Acres of Meadow and fifty Acres of Pasture, and will take the same out of all your Orators Lands alone, and did not make the said *J. W.* who is Owner of the Broom-house which is part of the Manor of *G.* aforesaid, Party to the said Suit; nor could your Orator for want of the Deeds of Purchase made by the said *T. S.* make defence against the Title then set on Foot by the said Earl, and by this means your Orator shall be very much wronged in the

Premises unless he be in the Premises by the wonted Clemency of this Honourable Court relieved. And therefore your Orator humbly prays before Judgment be entred or Execution taken out upon the aforesaid Verdict, the Earl of S. may be compelled to make it appear to this Honourable Court what the Value of the said W. Farm was, and where and in what several places of the said Manor the said Manor called W. Farm doth lye; and also that the said Earl of S. may be restrained from laying the said Recovery wholly and only upon your Orators Lands, and may lay the same in part upon the Lands of the said W. called B. according to the Proportion of the quantity of the said Lands called B. they being part of the said Manor of G. and included therein, and if the Earl of S. and the said W. S. (whose Name is used in the said Ejectment) shall refuse so to do, than your Orator humbly prays he may have a Contribution against the said J. W. proportionable to the quantity of Lands which he enjoys; for your Orator humbly conceives that it is contrary to Equity that your Orator being a Purchaser for a valuable consideration and after so long a cessation, and your Orator having enjoyed the said Lands so long without interruption should now have an eleventh part of his Estate taken from him by and upon the pretences aforesaid. And the said Confederates because, as they pretend, they do not know where the said Farm nor Lands do lie, nor where they are abutted or bounded, do intend to take the same out of the best part of your Orators Lands, whereas in truth the said W. S. his Farm was not above the yearly value of 4 or 5 *l. per Annum*, and did not contain so many Acres of Land as the said Earl and the other Confederates do pretend, which he being a Stranger to the passages aforesaid and to such matters as he hath since discovered could not at the said Trial make appear, and therefore and for the Reasons aforesaid, and for that your Orator cannot at Law in case the said Recovery shall stand, or in case any future Recovery shall or may be had against your said Orator upon the said Title of the said Earl

Earl have any contribution against the said *J. W.* proportionably to the Lands which he enjoys called *B.* and part of *G.* and for that your Orator hath no means but in this Honourable Court to recover the Possession of the said Lands called *W. Farm*, nor to prove the Title of the said *T. S.* thereto by and from the said *W.* upon the said Exchange for want of the Deeds and Evidences demonstrating the same which are casually lost and come to the hands of the said Confederates, or some of them; and your Orator doth not know the Number, Dates or Contents of them or any of them, nor whether they or any of them be in a Bag or Box sealed, locked or unlocked, and therefore cannot bring an Action at Law for the Recovery thereof. And also your Orator hath no means but in this Honourable Court to discover the several Plots and Practices of the said Confederates in endeavouring to lay the burthen wholly upon your Orator, and for that the persons who should testify the truth in the Premises are either dead, gone beyond the Seas, or in places remote and unknown to your Orator, he is without all remedy at Law, and therefore properly to be relieved by and before your Lordship in this Honourable Court of Equity. To the end therefore that the said *J. Earl of S.* and the said *W. S.* and the said other persons when their Names shall be discovered may set forth what Right and Title the said Earl hath in and to the said Farm and Lands called *W. Farm*, by and from whom made, and when first created, and what the value thereof is yearly, and what quantity of Land, Meadow and Pasture is thereto belonging, and where the said Lands do lie, and how the same are abutted and bounded, and why he hath stayed so long from commencing Suit for the same, and how many Houses are thereupon. And that the said Earl and *W. S.* may be enjoined from laying their Execution upon all your Orators Demesnes where they please, but may lay the same upon the Lands which do and did anciently belong to the said Farm, and that for distinguishing the said Farm and Lands from other your Orators Lands a Commission

may issue out of this Honourable Court, and that your Orator may have Contribution against the said *J. W.* proportionable to the quantity of his Lands for relief against the said Recovery against your said Orator. And that the said *J. Earl of S. W. S.* and *J. W.* and every of them, and the said other Confederates, when their Names shall be discovered, may answer and set forth the Truth of all the Premisses, and that your Orator may have Relief in all and every the Premisses according to Justice and Equity, May it please your Lordship, &c.

*The Complainant being a Purchaser for a valuable consideration, and the Defendant pretending a Title to his Estate exhibits this Bill to compell him to produce his Writings, and set forth his Title.*

Humbly, &c. sheweth, &c. your Orator *A. B.* of, &c. That one *C. G.* being seized in his Demesne as of Fee or of some other good Estate of Inheritance of and in all those three Closes, &c. situate, &c. and being so seized he the said *C. G.* for a good and valuable consideration to him paid by your Orator, about eight years since by good Conveyances and Assurances in the Law duly executed, did convey and assure the said Premisses to your Orator and his Heirs, as by the same ready to be produced may appear, by virtue whereof your Orator is lawfully seized of the said Premisses, and hath enjoyed the same, and ought so to do according to his Purchase. But so it is, May it please your Lordship, That one *E. D.* having gotten into his Hands or Custody some Deeds, Evidences and Writings concerning the said Premisses doth pretend Title thereunto by or under some Deed or Conveyance made or pretended to be made by one *W. B.* of, &c. deceased, Uncle of the said *C. G.* to him the said *C. G.* or to some under whom he claims, or otherwise; whereas your Orator doth aver, and the said *C. G.* doth very well know,

as the Truth is, that the said *E. D.* had not any Estate or Interest in the said Premises or any part thereof; or if he had, the same was only in Trust for the said *C. G.* or else the same was some Estate for Life or for some Term of years which is long since expired. And that he the said *E. D.* had not any Power to make such Grant or Conveyance as the said *C. G.* pretends to have of the said Premises, or if he had such Power, yet the said Deed or Conveyance under which the said *C. G.* claims, was voluntary and without consideration, and was fraudulently obtained; or else the same was upon some Trust, Condition or Agreement, which hath been long since performed, or was with power of Revocation and hath been revoked accordingly, and no Possession went with or under the said pretended Deed or Conveyance. And the said *E. D.* pretends that the said *C. G.* under whom your Orator claimeth, had not any Estate in the said Premises, whereas he doth well know that he had such Estate as aforesaid, and so it would appear if the Deeds Evidences and Writings touching the same were produced. And therefore the said *C. G.*'s Proceedings herein are contrary to Equity and good Conscience. In tender consideration whereof, and forasmuch as your Orator doth not know the certain Dates, Effects and Contents of the said Deeds, Evidences and Writings, nor wherein they are contained, so that he is remediless in the Premises by the strict Rules of the Common Law, but is properly for Relief therein, and for the discovery of the matters aforesaid by and upon the Oath of the said *C. G.* and the rather for that the Witnesses, who could prove the Premises, are either dead, gone beyond the Seas, or live in places remote or unknown to your Orator. To the end therefore that the said *C. G.* who knows the Premises to be true may thereunto a full and perfect Answer make, and in particular set forth and discover what Right, Title or Interest he or any other, or who in Trust for him, hath or claimeth in or to the Premises so purchased by your Orator as aforesaid, or any, and which part thereof, and by virtue

of what Deeds or Conveyance; and may set forth the Dates, Contents, Effects and Consideration, and whether the same was really paid and by and to whom, and when, and who are or were Witnesses thereto, and where they live, and upon what Truſt, Agreement, Proviſoes or Powers the ſame was executed, or whether they have been performed or revoked; and may diſcover what Deeds, Evidences and Writings he the ſaid C. G. or any other, and who by his Order, Privity or Direction hath or ever had touching or concerning the ſaid Premiſſes, and the Dates, Effects and Contents thereof, and that your Orator may have a full diſcovery and ſuch Relief in the Premiſſes as ſhall be agreeable to Juſtice and Equity, May it pleaſe, &c.

*Bills to bring Executors to Account with Co-Executors according to mutual Agreements.*

Sheweth unto your Lordſhips your Orator *E. F.* of &c. in the County of *G.* Eſq; That whereas *J. H.* late of the City of *London* Grocer, being in his Life-time poſſeſſed of a large perſonal Eſtate as well of his own as of *A. H.* his Brother deceased, to whom he was ſole Executor, conſiſting in ready Mony, Plate, Jewels, Merchandiſes Adventures, and ſundry Debts by Bonds, Bills and other Securities for Monies and Book-Debts, and other Goods and Chattels amounting to the value of 10000 *l.* on or about the 20th of *July* 1648. made his laſt Will and Teſtament in writing, and thereby deviſed that after his Debts and Legacies (which were but ſmall) and his Funeral Expences diſcharged, all the reſt of his Goods, Chattels and perſonal Eſtate ſhould be equally divided amongst his Executors therein named. And of his Will did make and ordain your Orator *E. F. B. H. N. H.* and *R. A.* his Executors, and about the 23d of *May* 1649. died ſo poſſeſſed as aforeſaid, and after his deceaſe your Orator and the ſaid other Executors made Probate of the ſaid

said Will, and took upon them the Execution thereof. And to the end the Estate of the said Testator, and of the said *A. H.* might be discovered, inventoried and duly administered in payment of the said Testators Debts and Legacies; and an equal division be made of the residue thereof according to the said Will they the said *B. H. N. H. R. A.* and your Orator came to a mutual Agreement whereby it was agreed between them in manner following (*viz.*) That neither he the said *R. A.* his Assign or Assigns had any way wasted, destroyed or imbezilled any part of the Estate, Goods or Chattels whatsoever of the said Testators, or of the said *A. H.* and that he, his Executors, Administrators and Assigns should not nor would at any time then after waste or conceal the same or any part thereof, but should and would from time to time recover and reveal unto your Orator and to the said *B. H.* and *N. H.* and every of them, all and every part and parcel of the said Estate, and all Bills, Bonds, Specialties or other Writings touching or concerning the same, whereof he the said *R. A.* his Executors, Administrators or Assigns, or any other person or persons to his or their, or any of their knowledge, or by or with his or their Privity then was or were, or at any time then after should be possessed, and should and would truly accompt with the said *B. H. N. H.* and your Orator and every of them, for all and every part and parcel of the said Testator, and the said *A. H.*'s Estate which he the said *R. A.* his Assignee or Assignees then had, or then after should or might have in his or their Hands or Possessions. And also should and would discover all such Debts, Sum or Sums of Money whatsoever wherein he himself stood indebted or any other person or persons stood indebted to his or their knowledge to the Estate of the said Testator or of the said *A. H.* and should and would bring in and pay unto the said Testators Estate all Debts whatsoever owing by him the said *R. A.* either unto the said *A. H.*'s Estate, or unto the said Testator at the time of his death. And it was farther agreed, That  
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the said *R. A.* his Assignee or Assignees then had not delivered up, cancelled or released. And that he, his Executors, Administrators or Assigns should not nor would at any time then after deliver up, cancel or release any Bonds, Bills or Specialties, or any Debt or Debts whatsoever due or any way belonging to the Estate of the said Testator or of the said *A. H.* wherein any person or persons stood bound or indebted unto the said Estates or either of them. And that he should not convert or imploy any part or parcel of the said personal Estate without the consent and allowance of your Orator and of the said *B. H.* and *N. H.* and every of them. And that he the said *R. A.* his Executors, Administrators and Assigns should and would justly and truly accompt to and with your Orator and the said *B. H.* and *N. H.* their Executors, Administrators and Assigns for all Sums whatsoever belonging to the said Testators Estate, or to the Estate of the said *A. H.* then already received, or which should at any time then after be received by him the said *R. A.* his Executors, Administrators or Assigns from any person or persons whatsoever indebted to the said Estates or either of them. And it was thereby farther agreed, that after all the Debts, Legacies and Funeral Expences of the said Testator were fully satisfied and paid, that the Remainder and Surplusage of the said Testators and the said *A. H.*'s personal Estate which should be remaining in their or any of their Hands or Custody or in the Hands or Custody of any other person or persons by their or any of their Knowledge, Privly or Direction should be brought in and equally divided amongst your Orator and the said other Executors according to the intent and direction of the last Will and Testament of the said *J. H.* And thereupon the said *R. A.* was intrusted by your Orator and the other Executors to receive all and every the Sum and Sums of Mony due to the said Estate which he did receive accordingly. And your Orator well hoped that the said *R. A.* would have truly performed his Agreements as aforesaid and rendred

a just or true Accompt of the said Estates, whereby the Debts and Legacies of the said Testator might have been paid, and your Orator discharged from the same, and have received his Dividend and Share of the residue thereof according to Equity and good Conscience. But so it is, May it please your Lordship, that the said *R. A.* taking advantage of his residence in *London*, where most of the said Testators Estate did lie, and of your Orator, and the said other Executors remoteness from thence, and having been an Apprentice to the said *A. H.* and thereby became well acquainted with all the Creditors, hath taken upon him to call in and receive all the Monies, Debts, Goods and Chattels lately belonging to the said *A. H.* and *J. H.* to a very great value and without the Consent and Allowance of your Orator and the said other Executors, and paid some Legacies, but utterly refused to deliver any Accompt of the same or the Surplusage thereof unto your Orator and the said *B.* and *N. H.* or to pay any part thereof during the Lives of the said *B.* and *N.* who are since deceased, and doth refuse still to make any Accompt of the same, or pay any part thereof unto your Orator since their decease, but wholly conceals the same from your Orator, and without the Consent or Approbation of your Orator or of the said *B.* or *N. H.* when they were living, hath taken upon him to compound divers of the Debts owing to the several Estates aforesaid at very small and low Rates contrary to his Agreement aforesaid, and in particular the said *R. A.* without the knowledge or consent of your Orator hath taken out several Sums of Money out of the *East-India House London*, amounting to a great value, as also several Bags of Pepper to the value of 280 *l.* and upwards, besides several other parcels of Goods, and Deductments of Money, all which were due and belonging unto the Estate of the said *J. H.* and *A. H.* or one of them. And he the said *R. A.* likewise without the Consent or Allowance of your Orator hath made Sale of the said Pepper at under values, and to persons whom he knew to be insolvent,

solvent, and therefore ought to be accountable and answerable unto your Orator for your Orators Share as well of the Proceed and Value of the said Pepper as of all other Monies which he hath had and received from the said *East-India* House or Company aforesaid which were belonging unto the Estate of the Testator aforesaid or unto the said *A. H.* or one of them. And he the said *R. A.* hath recovered at Law in the said Executors Names, and accordingly received from one *D. W.* the Sum of 68 *l.* 2 *s.* and 2 *l.* 13 *s.* 4 *d.* for Costs of Suit besides other Sums of Mony for Costs at Law, and hath also received several other great Sums of Mony by Book-Debts, all which several Sums aforesaid were due and belonging unto the Estates aforesaid, the Monies whereof by reason of the death of the said *B.* and *N. H.* ought to be paid unto your Orator; and the said *R. A.* ought according to the said Will and Agreement to be accomptable and answerable unto your Orator for the same, but the said *R. A.* utterly refuseth to give unto your Orator any Accompt either of the Sums before particularly mentioned, or of any other Sums of Mony, Goods or Chattels whatsoever belonging unto the Estate of the said *J. H.* and *A. H.* or either of them, but disposeth of the same to his own use, and yet suffereth divers great Legacies both of the said *A.* and *J. H.* to continue unpaid, leaving your Orator likewise subject to several Suits and Troubles concerning the same. All which doings of the said *R. A.* are contrary to the said Will and Agreement aforesaid, and contrary to all Right and good Conscience. In tender consideration whereof, and for that your Orator being a Stranger to the Trade and Dealings of the said *J.* and *A. H.* hath no means by the strict Rules of the Common Law of this Realm to discover the personal Estates of the said *A.* and *J. H.* the same consulting principally in Merchant Affairs, without the Oath of the said *R. A.* in this honourable Court; and the rather for that he the said *R. A.* hath gotten into his Hands and Custody all the Books of Accompts, Notes, Papers and Writings,

Bills,

Bills, Bonds, Evidences and Securities for Mony, which belong unto and would discover the Debts and Estates of the said *A.* and *J. H.* and refuseth to produce or shew the same unto your Orator or any other on his behalf. To the end therefore that the said *R. A.* may upon his Oath produce all the Books, Notes, Accompts, Bills, Bonds and other Securities for Mony, and all other Writings that any ways concern the Estates of the said *A.* and *J. H.* which he the said *A.* hath or can come by; and may likewise upon his Oath set forth a true and perfect Inventory and Account of all and singular the Ready Mony, Plate, Jewels, Securities for Mony, Debts, Wares, Goods, Merchandizes, Chattels, Adventures and personal Estate of the said *A.* and *J. H.* or either of them, whereof they or either of them, or any other for their or any of their use or uses was or were possessed, or wherein they or either of them was or were any ways interested either in Law or Equity at the time of their respective deaths, and the particulars and particular Values thereof, and how much, and what part thereof hath at any time come unto the Hands, Custody, Possession or Knowledge of him the said *R. A.* or to the Hands or Possession of any other person or persons in Trust for him or by his Assent, Privity or Delivery, and the true and full Value of all such Goods, Chattels, personal Estate and Premisses, and how the same and every part thereof have or hath been disposed of, and how much Mony he hath made or received out of the Estate, and how much Mony remains yet due and owing thereunto, and from whom. And that the said *R. A.* may set forth the Natures, Dates and Contents of the said Debts and Securities for Mony belonging to the said Estates, and the Names, Additions and Places of abode of all the persons ingaged to pay, and what Sums, and when, and how much thereof hath been paid, and by whom, and whether for Principal or Interest, and how much for the one, and how much for the other. And in particular what Sum or Sums of Mony, or what quantity or quantities

eties of Pepper the said *R. A.* hath had or received from the *East-India* clouse or Company afore said belonging unto the Estates afore said or one of them, and of what Value the same was, and what it cost the taking out, and to whom the same was sold, and for what price or prices; and whether he hath not received, as belonging unto the same Estate, of and from *D.W.* afore said the Sum of 681 *l.* 2 *s.* or how much he did receive for Costs of Suit in Law or Equity, and may be accomptable and answerable unto your Orator, as well for the Moiety of the same as of all other the Goods and personal Estate of the said *A.* and *J. H.* and may be compelled to pay the same unto your Orator accordingly. And that the said *R. A.* may true and perfect Answer make to all and singular the Premises, and your Orator may be relieved therein according to Equity and Conscience. May it please your Lordship to grant unto your Orator, &c.

Appeals

**Appeals in Parliament.**

Sir J. B. Knt. R. N. and N. N. Complainants,  
against  
Chr. N. — Defendant.

To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled,

The humble Petition and Appeal of Sir J. B. Knt.  
R. N. and N. N.

Sheweth,

**T**HAT J. N. late Father of your Petitioners R. N. and N. N. deceased. was seised In Fee of a Capital Messuage and Lands called H. in the County of T. of the Value of 50 l. *per Annum*. That the said J. N. had divers Sons, viz. J. N. his eldest Son, your Petitioners R. N. and N. N. That the said J. N. your Petitioners Brother designing to intermarry with one A. H. who had to her Portion some Lands to the value of 20 l. *per annum* there might be some discourse between the Relations of the said A. and the said J. N. the elder touching the Settlement of the said Messuage and Lands called H. upon the said J. N. the younger, and the said A. for her Life, but the same was not reduced into writing, or if the same were, yet no Deeds were legally executed; and if the said Agreement was reduced into writing the same was made void by a subsequent Agreement and duly executed, bearing date the first day of February in the 17th year of King Charles the Second by the consent of the said J. N. the Father, and his Son J. N. and all Parties concerned therein. By which Deed so duly executed and upon an Agreement to pay Debts of John the Father,

Father, and for Portions for his younger Children the said *J. N.* the Father did settle the same upon your Petitioners the said *N.* and *R.* the said *J. N.* the elder, having before by the consent of his said Son *John* the younger, sold his Lands in *E.* in the said County to the value of 36 *l. per annum* to be as a Portion for his said Son *John* the younger in lieu of the said Lands of *H.* And *John* the Son had the Mony for the same, and thereupon gave his Consent to the said Settlement on your Petitioners, which Settlement was to the said *J.* the elder, and his Wife, for their Lives, and after to your Petitioners, the said *R.* and *N.* and their Heirs. That the said *J. N.* the younger died in his Fathers Life time, having been married to the said *A. H.* and had Issue the said *C. N.* that *J.* the younger is deceased. That *J.* the Grandfather did enjoy the said Messuage and Lands during his Life, and your Petitioners *N.* and *R.* after the death of the said *J.* the elder, having paid 300 *l.* Debts for him the said *J.* the elder, did by virtue of the said Deed of Settlement possess themselves of the said Lands and Premisses, and wanting Mony to pay the said Debts, did mortgage the said Capital Messuage, Lands and Premisses to your Petitioner Sir *J. B.* Knight for the Sum of 300 *l.* and your Petitioners have been all along in quiet possession of the said Lands without any Pretence or Claim ever since the death of the said *J. N.* the Grandfather. And some years since your Petitioner Sir *J. B.* was put into the peaceable Possession thereof for the said Sum of 300 *l.* with the Interest. That the said *C.* the Grandson having lately exhibited his Bill into the Court of Chancery for the same Lands and claiming the same under pretence of his Fathers Marriage Agreement. And your Petitioners *N.* and *R.* having answered the said Bill denying the whole Equity thereof and Witnesses being examined, but not fairly as they ought to have been, a Decree was pronounced against your Petitioners the 25th day of November in the third

third year of the Reign of King *James* the Second by the then Lord Chancellor *Jeoffreys*. By which Decree your Petitioners *N.* and *R.* are ordered not only to deliver Possession of the said Lands and Premises to the said *C.* free from all Incumbrances, but your Petitioners the said *N.* and *R.* are decreed to be accountable for all the Rents, Issues and Profits made of the said Lands since the death of the said Grandfather, notwithstanding the said Plaintiffs Bill ought to have been dismissed as your Petitioners are advised. That your Petitioner having material Witnesses, which were not fairly examined on the Interrogatories, did move for a second Hearing, and that the said Witnesses, who could have cleared your Petitioners Title, and proved the said Deed, might be examined in Court *viva voce*, which was granted as your Petitioner understood, yet at the second Hearing the Lord Chancellor *Jeoffreys* refused to have them so examined, or to direct any Trial in this Cause, but ordered the said first Decree to stand. That your Petitioner Sir *J. B.* who was not Party to the Cause, and being Mortgagee of the said Lands for a real consideration of 300 *£*. and being in actual Possession some years since of the said Lands, yet is served with an Injunction out of the said Court to deliver Possession of the said Lands to the said *C.* though your Petitioner doubts not but he hath sufficient Title in Law and Equity to hold the said Lands till payment of the said 300 *£*. and Interest thereof, notwithstanding the Claim and Pretence of the said *C.* Your Petitioners therefore do appeal from the said Decree and Proceedings in the said Court of Chancery to your Lordships in Parliament, and most humbly pray your Lordships that the said *C.* may answer the same, and that the said Decree may be reversed. And your Petitioners shall ever pray, &c.

*Ambrose Philips,*  
*Tbo. Filmer.*



*J. B.*

The

The Appellant having exhibited his Bill in the Court of *Chancery* for Relief upon a Parol Agreement, whereby the Appellant in consideration of his building several New Houses at his proper costs and charges, was to have a Lease of the same for ninety nine years under a certain yearly Ground-rent, and the party who made such agreement with the Appellant dying before he executed such Lease, having first made his Will, and his Daughter *Elizabeth* Executrix thereof, and having given to one of his Sons, his Heirs, Executors and Administrators all his interest in the same New Buildings, with further limitation to other of the Testators Children, in case such Son died before he attained the age of twenty one years, of seeking by the Bill to compel the Executrix and the Heirs in possession and those in Remainder to execute the Testators Agreement, and to convey to the Appellant upon hearing, whereof the Lord Keeper being pleased to declare that there wanted sufficient proof of such agreement, and ordering the Bill to stand dismissed without any relief, the Appellant appeals therefrom, insisting that the Agreement was sufficiently proved, and he having at his great expence performed the same on his part, it ought to be performed by the Respondents, and the Appellant relieved according to the Prayer and contents of the said Bill of Complaint.

To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled.

*The humble Petition and Appeal of Ralph Lister Citizen and Plaisterer of London.*

Sheweth,

That *Isaac Foxcroft* Esq; deceased being in his lifetime seized in Fee or otherwise possessed of an ancient Capital Messuage called *Wildhouse*, and of several Out-houses and Parcels of Ground thereto pertaining in the Parish

Parish of St. Giles in the Fields in the County of *Middlesex* did agree with several persons to pull down several parts of the said Messuage, and in the room thereof, and on the ground thereto belonging to build up New Houses at their own costs and charges. In consideration whereof the said *Is. Foxcroft* was to Demise and Lease to such Persons respectively such parts as they should respectively build on for the term of 99 years, under the reservation of a Pepper corn for the first year, and of an Annual Rent in Money for the residue of the said term. And that in particular the said *Isaac Foxcroft* in or about the Month of *March* One thousand six hundred ninety four did first offer to make such Agreement for part of the said Ground and House with your Petitioner, and promised to assist him with Money without Interest in case he should want it to finish the same, and that accordingly it was then agreed between your Petitioner and the said *Isaac Foxcroft* as to part of the said Capital Messuage (particularly described in the Petitioners Bill of Complaint) that your Petitioner should at his costs and charges pull down part of the said Capital Messuage, and build thereon fourteen or more good Messuages, and that the said *Isaac Foxcroft* (should in consideration thereof) Demise and Lease all that part of the said Capital Messuage from *Michaelmas* One thousand six hundred ninety five for ninety nine years unto your Petitioner his Executors, Administrators and Assigns under the Rent of a Pepper-corn for the first year, and of One hundred and fifty Pounds *per Annum* for the last ninety eight years.

That at the time of making the said Agreement there was no *Memorandum* or Note thereof in writing, but that in pursuance of the said Agreement your Petitioner entered into the said part of the said Capital Messuage, and at his own costs and charges pulled down the same, and built several New Houses thereon, and the whole fourteen are almost quite finished by your Petitioner, and during such time acted as sole Proprietor and owner thereof, and on several occasions was owned as such by the said

*Isaac Foxcroft* deceased, who frequently declared that he had only a Ground-rent; and that your Petitioner was the Landlord, and in fact as any of the New Houses were finished your Petitioner (who all along hath been in possession) Leased the same in his own name, and received the Rents and Profits to his own use, and the said *Isaac Foxcroft* never received one Penny thereof. That in execution of the said Agreement on your Petitioners part your Petitioner disbursed several thousand Pounds, whereof about two thousand Pounds was his own proper Moneys, and several other Sums of Money he borrowed of the said *Isaac Foxcroft*, and gave him Bonds or other Security for the same which yet remain unsatisfied.

That on or about the Thirtieth of *August* One thousand six hundred ninety eight the said *Isaac Foxcroft* made his last Will in writing, and thereof made his Daughter *Elizabeth Foxcroft* sole Executrix, and thereby Devised to his second Son *Isaac Foxcroft* his Heirs, Executors and Administrators all his Interest and Estate in the said Capital Messuage, and the Grounds thereto belonging, with a further limitation thereof, in case his said second Son should die under his age of one and twenty years, to his Eldest Son *Henry Foxcroft*, the said *Elizabeth Foxcroft* and *Benjamin Whitcomb*, and by the same Will appointed *Francis Nicholson Esq;* to be Guardian of the said *Isaac* the Devisee till his age of twenty one years, with power to lett and set for such time as the said *Isaac* should be under age.

That the said *Isaac Foxcroft* the Father just after the making of his said Will delivered the same to *Mary Lister* your Petitioners Wife to let your Petitioner see that there was nothing therein inconsistent with his executing the said Agreement, and at the same time charged the said *Mary Lister* to make hast and get a Lease prepared according to the said Agreement, and delivered her two building Leases executed by him in pursuance of like Agreements made by him with others for other part of the Premises to guide your Petitioner to have his Lease drawn by.

That

That according to the said direction your Petitioner caused the said Agreement to be drawn up in the form of a Lease bearing date near the time of the said Agreement, and caused two parts thereof to be Ingrossed and brought the same to the said *Isaac Foxcroft* to be executed, and caused both parts thereof to be read in his presence who approved the same, saving that in one part there was a mistake in the same by putting *John* for *Isaac*. And he disliked that the Sealing and delivery was not Endorsed on the back thereof, and ordered your Petitioner to get the mistake amended, and the said Endorsement to be made by the hand that Ingrossed the Deeds, and then to bring the Deeds again, and he would execute the same.

That your Petitioner did get the Deeds so amended, and a few days before the death of the said *Isaac Foxcroft* came to the House with the said Deeds in order to have them executed, but by Combination between the Respondents and others your Petitioner was denied to speak with or see the said *Isaac Foxcroft* and so forced to go away without having the said Leases executed; that the said *Isaac Foxcroft* at divers times during his last Sickness declared a great uneasiness and dissatisfaction that the said Leases were not executed, and that he died without having done the same by the combination and artifice of the said *Isaac Foxcroft* the Devisee *Henry Foxcroft*, and *Francis Nicholson*, *Elizabeth Foxcroft*, *Benjamin Whitchcott* and others.

That the said *Isaac Foxcroft* died without revoking his said Will before mentioned, and that since his death your Petitioner hath several times applied himself to the said *Isaac Foxcroft* the Devisee, *Francis Nicholson* his Guardian, *Elizabeth Foxcroft*, *Henry Foxcroft*, and *Benjamin Whitchcott* to have the said Lease executed according to the said Agreement; but the said *Isaac Foxcroft* the Devisee, and the said other Confederates refuse to do the same.

That thereupon your Petitioner about *Hillary Term* One thousand six hundred ninety eight exhibited his Bill in *Chancery* against the said *Isaac Foxcroft* the Devisee, the said *Francis Nicholson*, *Elizabeth Foxcroft*, *Henry Foxcroft*, and *Benjamin Whitcomb*, to compell them to perform and execute the said Agreement made between your Petitioner and the said *Isaac Foxcroft* deceased, and to convey to your Petitioner the residue of the term of ninety nine years in manner and form as is contained in the said Lease prepared by the said *Isaac Foxcroft*'s direction as aforesaid, and to have such other relief in the Premisses as should be agreeable to equity; to which Bill the said several Defendants answered: And afterwards the said Cause came to be heard the sixth day of *March* instant before the present Lord Keeper of the Great Seal of *England*, who was pleased to declare that there was not sufficient proof of the said Agreement, and to order your Petitioners said Bill to stand dismissed without any relief.

From which Order and proceedings of the said Court of *Chancery* your Petitioner appeals unto your Lordships in Parliament, and humbly insists that the said Agreement was sufficiently proved, and having at your Petitioners very great expence been so far executed on your Petitioners part ought to be performed unto your Petitioner, and your Petitioner ought to have been relieved according to the Prayer and Contents of his said Bill.

Your Petitioner therefore most humbly prays that the said Defendants who are now all in Town may be appointed a short day to answer all and singular the Premisses before your Lordships, and that the said Order may be reversed, and that your Petitioners said Bill may be retained, and the matters therein prayed may be decreed to your Petitioner, or such other

other relief as to this Honourable House shall seem meet.

*J. Fekyll.*

*Hen. Pooley.*

*And your Petitioner shall ever pray, &c.  
Ralph Lister.*

**Respondents Answer.**

*The several Answers of Henry and Isaac Foxcroft Infants under the Age of Twenty one years by Francis Nicholson Esq; their Guardian, and of the said Francis Nicholson for himself, three of the Respondents to the Petition of Ralph Lister Appellant.*

These Respondents not confessing or acknowledging all or any the Matters and Things to be true as in and by the said Petition are or is mentioned or set forth, for answer to the same, say, That *Isaac Foxcroft* deceased, in the Petition mentioned, late Father of the Respondents *Henry and Isaac Foxcroft*, being in his life-time, and at the time of his decease seised in Fee of some part, and possessed for a long term of years of other parts of *Wildbouse* and the Premises thereto belonging in the Parish of *S. Giles* in the Fields in the County of *Middlesex* in the said Petition mentioned, and being also possessed of a very great Personal Estate amounting to about 20000 *l.* or upwards, and being of sound mind and perfect understanding the Thirtieth day of *August* One thousand six hundred ninety eight made his last Will and Testament in writing by him duly executed, and thereby did devise amongst other Legacies to other persons all his said Premises within the said Parish of *St. Giles* as in the Petition mentioned to his second Son the said Respondent *Isaac* his Heirs, Executors, Administrators and Assigns, with Remainders over in case his said second Son should die before his age of 21 years, as in his said Will particularly is mentioned, and appointing thereby this Respondent *Francis Nicholson* Guardian of the said *Isaac* with power to let and set the Premises during his Infancy, as

in the Appellants Petition is set forth, and of which Will the Testator made *Elizabeth* another of the Respondents his Eldest Daughter but then under the age of One and twenty years Executrix and Residuary Legatee.

That pursuant to the Trust reposed in this Respondent *Nicholson* by the said Testator for and on behalf of the said Infant he did take care of the said *Isaac Foxcroft* for his Maintenance and necessary Education, and was ready to take care of the management and improvement of the said Estate, but the said *Elizabeth* his Sister as Executrix of her said Father in Combination with the Petitioner (who was much indebted to the Personal Estate) and to enable him the better to make payment thereof to her on colour of such pretended paroll Agreement between the Testator in his life-time and the said Petitioner for a long Lease of part of the said Premisses, as mentioned in the Appellants Petition, did forbid the Tenants from payment of any Rents to this Respondent for the said Infant *Isaac's* use : But say, that true it may be that the Petitioners Wife, some short time after the making and publishing of such Will, had the same in her Custody, but whether to peruse by the Testator's privity and consent they cannot say, or what Leases of other part of the Premisses were by the Testator in his life-time made or granted to any other persons or upon what terms, for if any such were thereof made the same were concealed and kept from these Respondents the said *Isaac* and his said Guardian by the said Petitioner or the said Executrix. And further say that it is very unlikely to be true that the Petitioner should be any otherways concerned in the pulling down and building the said Premisses then as Servant only to the said Testator, for that before the doing thereof he the Testator declared that the Petitioner being much indebted to him he knew no other way to gain the payment thereof but by employing him in that work, and therefore that the Testator should lend the Petitioner a considerable further Sum of Money upon such Building, proposed for the Petitioners benefit only, and at so low

a Rent

a Rent reserved without any Security in writing for Building with usual Covenants for payment and power of Reentry in case of failure is something strange and very improbable to be true or ever intended by so prudent a person as the Testator was always esteemed, howsoever he might be solicited and attempted to be imposed upon by the Petitioner or others in his behalf to own such Agreement in his time of Sickness which more probably had such agreement been made and intended to be executed the Petitioner would not have deferred the perfecting of the same near three years after such Agreement as pretended made; and the Testator would not have made such Will and Devise of the said Premises so lately before his death without taking any manner of notice therein of the year as really he did not, or otherwise farther then discoursing thereof in the time of his last weakness on his Death-bed as by any of the proofs in this Cause appears, But however such pretended agreement for such Lease being by the Petitioners own shewing no ways put into writing and Signed by other of the parties pretended to be concerned therein, the Statute made to prevent frauds and Perjuries hath sufficiently provided so as that the same cannot affect by any manner of way the said Estate either in Law or Equity, as these Respondents are advised and do humbly conceive, whereof they pray your Lordships due consideration, and therefore deny that the Petitioner hath any Legal or other sufficient Evidence or proof whatsoever to require Relief in the Premises according to the Prayer of his Petition; and do humbly hope that the former Decree by the Right Honourable the Lord Keeper of the Great Seal of *England* made and pronounced the sixth day of this Instant Month in this Cause shall stand and be confirmed for dismissing of the Petitioners Bill, and that the same may not be retained, as prayed by the Petitioner, but that these Respondents may be dismissed with their full Costs in this Suit most wrongfully and without any just Cause sustained.

*Tho. Powys.*  
To

To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled,

*The humble Petition and Appeal of James Yate and Mary his Wife,*

*Sheweth,*

**T**Hat *Richard Lewis* Gent. in *Michaelmas* Term 1699. exhibited his Bill in the High Court of Chancery against as well the said Appellants as against *David Williams* and *Margaret* his Wife, and *John Jones* and *Elizabeth* his Wife, by which Bill the Respondent prayed relief against three several Bonds, each bearing date the second day of *September* 1675. and entered into by the said *Lewis Morgan* in his Minority to his said three Sisters (when sole) one whereof to the Appellant *Mary* for 60 *l.* the other to the said *Margaret* for 50 *l.* and the other to *Elizabeth* for 60 *l.* more.

That the Respondent did also set forth in his said Bill, that the Appellants had sued their said Bond of 600 *l.* against this Respondent as Executor to the said *Lewis Morgan*; and that by mistake in the pleading of *solvam ad diem* instead of *Deins Age* to the said Bond, did thereupon obtain a Verdict against the Respondent.

That the said Testator being seised in Fee of certain Lands in the Counties of *Brecon* and *Monmouth* of about the yearly value of 120 *l.* and had contracted several Debts by Mortgage and otherwise to the amount of 1200 *l.* and upwards, did by his Will in Writing dated in *November* 1696. give and devise to the Respondent his Equity of Redemption, and all his real Estate whatsoever, and appointed the Respondent sole Executor of his last Will.

That after the making of the said Will no Provision being made for the said three Sisters, who by ill Language, unbecoming and immodest Behaviour, had very much disoblged the said Testator, this Respondent and his Friends at the request of the Sisters prevailed upon the said *Lewis Morgan* to permit the said three Sisters to come and visit him upon his Death-bed : And afterwards this Respondents Friends, against the inclination of the said Testator, by a Codicil to be annexed to the said Will dated the seventh day of *February 1696.* prevailed with the said Testator to give unto his said three Sisters the Sum of 15 *l. per annum* a-piece (*ultra reprizas*) payable quarterly to each of them ; and in case of the death of any of them, then the Annuity of such dying Sister should be paid to the surviving Sisters : And shortly after the said Codicil was executed the said Testator died, after whose Decease this Respondent proved the said Will in the High Court of Chancery, and shortly afterwards paid in Debts, Legacies and Funeral Expences of the Testator to the amount of 1200 *l.* and upwards, besides the said Annuities paid and payable to the three Sisters as aforesaid.

That the said three several Bonds so obtained from the said Testator, were obtained by fraudulent Practices during his Minority, and without any manner of consideration ; and from the time of the Testators entering into the said three several Bonds to the time of his death, being upwards of 21 years, the said three Sisters never demanded of the said Testator the said Mony nor Interest due by the said three Bonds, but entirely depended upon his Curtesy, and upon what provision he would make for them.

To which said Bill the said Appellants and the other Defendants put in their Answer, and divers Witnesses were examined in the said Cause, which Cause came on afterwards on the 26<sup>th</sup> day of *April 1700.* to be heard in the High Court of Chancery in the presence of Council learned

learned on both sides; and upon a full Hearing, long Debate and due Consideration of Proofs heard on each side in the said Cause, the said Court declared and was of opinion, that the said Annuities of 15 *l. per annum* a-piece given by the Will of the said Testator to the said three Sisters, were in full satisfaction of the said three several Bonds entered into by the said Testator; and therefore did order and decree that the said Appellants and the said other Defendants should deliver up the said three several Bonds to this Respondent to be cancelled, and that satisfaction should be acknowledged on Record of the said Judgments obtained by the Appellants as aforesaid, and that a perpetual Injunction should be awarded to stay all the Defendants further Proceedings at Law against this Respondent touching the said Bonds. And it was farther decreed that this Respondent should pay the said Sisters the said 15 *l. per annum* a-piece Annuities, and that the Testators Estate should be therewith charged.

That the said *David Williams*, *Margaret* his Wife, and *John Jones* and *Elizabeth* his Wife, were so well satisfied with the Justice of the said Decree, that they in obedience thereto did actually sign and execute to this Respondent several Releases of their respective Claims in their said respective Bonds.

And now the Appellants have brought their Appeals, and pray this Honourable Court will make good the said Decree.

But this Respondent doth humbly insist that in respect the said three Bonds were enter'd into by the Testator in his Minority, without any consideration, and that no demand either of Principal or Interest was made in the Testator's Life-time, who lived above 21 years after the said Bonds were executed, and that the said three Annuities (if such Bonds had been good) is more than an Equivalent for the same, and that the said three Annuities, including the 1200 *l.* Debts, Legacies and Funeral Expences, are near the full value of the Estate given him by

by the Testator, the whole Estate being about 120 *l.* per annum, a great part thereof being in Houses.

Wherefore this Respondent humbly prays that the said Decree may be confirmed, and the Appeal be dismissed with Costs.

*William Proger.  
George Clive.*

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## Pleas, Answers and Demurrers in Chancery.

*A Plea of the Privilege of an University to the Jurisdiction of the Court of Chancery.*

**T**HIS Defendant by Protestation, &c. for Plea thereunto, saith, That the University of O. is an ancient University, and time beyond the Memory of Man hath been incorporated by the name of the Chancellor, Masters and Scholars of the University of Oxford; and the said Masters and Scholars of the University of Oxford have, and beyond the Memory of Man have had, and used to have, a Court to be holden at any Place within the Precincts and Limits of the said University, where the Chancellor of the said University, or his Vice-Chancellor, Commissary Official, Lieutenant or Deputy doth appoint. And the said Chancellor, Master and Scholars have beyond the Memory of Man had and used to have cognizance of all and all manner of Actions, Suits and Pleas whatsoever (except Assizes and Pleas of Freehold) whereof any Scholar or privileged Person of the said University is one Party, to be heard and determined

mined before the Chancellor or his Vice-Chancellor,  
 Commissary Official, Lieutenant or Deputy for the time  
 being in the said Court, for and during all the time a-  
 foresaid, all Actions, Suits, Plaints, Controversies and  
 Debates whatsoever, wherein any Scholar or privileged  
 Person of the said University is a Party (except Assizes  
 and Pleas of Freehold) by the Customs and Priviledges of  
 the said University have been and have been used to have  
 been heard and examined and determined in the said  
 Court by the said Chancellor or his Vice-Chancellor,  
 Commissary Official, Lieutenant or Deputy for the time  
 being, according to Law, Equity and Justice, and not  
 elsewhere, or in any other Court, or before any other  
 Judge. And the said Court is, and time beyond the  
 Memory of Man hath been, a Court as well of Law as  
 Equity, and doth not use to give or allow to any Party  
 Penalties of Bonds, or any other Extremities of Law,  
 but the Judges for the time being do, and during all the  
 time aforesaid have used to determine all Plaints, Suits,  
 matters and things therein depending, according to the  
 Rules as well of Equity as of Law, and to mitigate and  
 moderate Suits and Actions according to Equity and good  
 Conscience, as the Cause shall indifferently appear upon  
 proof before them. And the said Chancellor, Masters  
 and Scholars have, and beyond the Memory of Man have  
 had and used to have Ministers and Officers of their own  
 to execute such Judgments and Sentences as shall be there  
 given, and to execute by virtue of such Process as upon  
 Execution or otherwise shall issue out of the said Court  
 within the Realm of *England*, upon notice that every  
 Party sued is a Person that by the Customs of the said  
 Universities ought to enjoy the Priviledges of the said  
 Universities, ought to surcease, and not to proceed in  
 any of the Matters aforesaid determined in that Court,  
 if either of the said Parties be a Scholar or privileged  
 Person of the said University. And that time beyond  
 the Memory of Man, all Graduates and Scholars of the  
 said Universities, and their Servants, and all Stationers  
 and

and Bookbinders Inhabitants of the said Universities, and all Servants and Officers of the said Universities, have had, and have used and ought to have and enjoy the Liberties and Priviledges of the said Universities, and there in the said Court of the said Chancellor, Masters and Scholars, sue and be sued, and impleaded for all Matters, Suits and Complaints whatsoever (except Assizes and Pleas of Freehold) and not elsewhere, or before any Judge whatsoever. And that our late Sovereign Lord King *Henry* the Eighth, by his Highness's Letters Patents under the Great Seal of *England*, and inrolled in this Honourable Court, bearing date on or about the twelfth day of *April* in the four and twentieth Year of his Reign, hath granted, ratified and confirmed unto the said Chancellor, Masters and Scholars, and their Successors (amongst other things) the said Liberties, Franchises and Priviledges, which Priviledges have also been confirmed by divers of his said Majesty's Successors. And at the Parliament holden at *Westminster* the second day of *April* 13 *Elizabethæ*, it was amongst other things enacted, That the said Chancellor, Masters and Scholars, and their Successors, should have and enjoy all the before-mentioned Immunities and Liberties, and all things in the aforesaid Letters Patents unto them granted, and intended to be granted. And the said Liberties and Franchises have at several times been allowed in this Honourable Court, as by the Records thereof, unto which this Defendant referreth himself more particularly, it doth and may appear. And for further Plea this Defendant saith, That he this Defendant is Rector to *Exeter* Colledge within the said University, and resident there, and by that means priviledged, and ought not to be sued in this Court, as by the Certificate of the Chancellor of the same University, under the Seal of the said University hereunto annexed more particularly doth appear. And he this Defendant dwelling and inhabiting within the said University of *Oxford*, and a priviledged Man, therefore he ought to be sued in the Court  
of

of the said Chancellor, Masters and Scholars of the said University of *Oxford*, and not elsewhere, or in any other Court, or before any other Judge. Wherefore, and for that the Bill, if the Complainant had entituled himself to any demand against this Defendant, which he hath not, as this Defendant is advised, but seeks only an Account against this Defendant, which if there be just Cause, he may be relieved by the said Court of the said Chancellor, Masters and Schollars of the said University of *Oxford*. And there is not any demand by the Bill of any Freehold, nor hath the Complainant entituled himself to any Estate of Freehold, nor so much as to any Account against the Defendant, as he is advised; for all which Causes this Defendant doth humbly demand the Judgment of this honourable Court, whether he shall be compelled to make any Answer at all unto the said Bill, and humbly prays to be dismissed out of this Honourable Court with his reasonable Costs and Charges in this behalf sustained.

*A Plea to the Jurisdiction of the Court for that the Lands lie in the County Palatine of Chester, with an Answer confessing the Plaintiffs Father to be seised, but that the Plaintiffs Mother was divorced for Adultery, and the Premises were granted to the Defendant (the eldest Son living of the Plaintiffs Father by another Wife) by a Feoffment for a valuable consideration.*

The Plea and Answer of *W. A.* called by the Complainants Bill by the Name of *W. W. alias A.* Defendant to the Bill of Complaint at the Suit of *W. A.* Complainant.

The said Defendant by Protestation not confessing or acknowledging any the matters or things in and by the said Bill of Complaint set forth and alledged to be true, saving that the Messuage or Tenement and other parcels  
of

of Land mentioned in the said Bill, concerning the Title whereof the said Bill is exhibited into this honourable Court, are scituate and do lie in the Parish of *M.* in the County of *C.* for Plea thereunto saith, that the said County of *C.* as this Defendant is informed, is and hath been time out of mind of any man to the contrary a County Palatine; and that as well the said Messuage and Premises, as all other Lands within the said County Palatine, or belonging thereunto, and all Actions and Suits at Common Law, or in Equity, by reason of the Premises or any parcel thereof have been or ought to have been impleaded by all the said time, and yet are impleadable in the Courts of the said County Palatine before the Judges for the time being within the said County Palatine, and not elsewhere. And therefore humbly demands the Judgment of this honourable Court, if this Court will hold Plea upon, and inforce the Defendant to answer to the said Bill exhibited as and for the Cause aforesaid, wherein the said Defendant doth submit to the Order of this honourable Court. And if the Defendant shall by Order of this honourable Court be compelled to make any other Answer to the said Bill of Complaint, then, and not otherwise, this Defendant having saved and reserved to himself both now and at all times hereafter all advantage of Exceptions to the incertainty and insufficiency of the said Bill of Complaint. For Answer thereto this Defendant saith, that the said Messuage and other parcels of Land mentioned in the said Bill are scituate and do lie in the Township of *C.* in the Parish of *M.* and County aforesaid, whereof this Defendant doth acknowledge that the said *J. A.* mentioned in the Bill, was together with several other Lands and Tenements in the said County (in his life time) seised of a good Estate of Inheritance in his Demesne as of Fee to him and to his Heirs in Fee Simple as is set forth in the Bill: But the Defendant doth deny that the said *J. A.* did thereof die so seised, or that the Premises after his said death did descend to the Complainant, or that he ought to have

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enjoyed

enjoyed the same as is pretended by the Complainant in the said Bill. For the said Defendant saith, that the said *J. A.* being seised of the said Messuage and Premises as aforesaid in his Demesne as of Fee, and vehemently suspecting, and upon probable grounds believing that the Complainant (who notwithstanding he pretends himself to be Son and Heir unto the said *J. A.* yet in regard the Complainants Mother did several times depart from the said *J. A.* her Husband and live in Adultery with divers other Persons, for which she was afterwards divorced from the said *J. A.*) was not the begotten Son of the said *J. A.* And bearing a more special affection to the Defendant, who is the eldest Son living unto the said *J. A.* by another Wife. In consideration thereof, and of the Sum of three hundred pounds paid by the Defendant unto the said *J. A.* by his Deed of Feoffment under his Hand and Seal bearing date the sixteenth day of *September* in the year of our Lord God one thousand six hundred twenty and three (duly executed by Livery of Seisin the same day in the presence of Mr. Justice *W.* and many other credible Witnesses) the said *J. A.* did convey and assure the said Messuage and Premises together with other parcels of Land contained in the said Deed unto the Defendant and to his Heirs and Assigns for ever, to the only use of the said Defendant and his Heirs and Assigns for ever, as by the said Deed ready to be shewed to this honourable Court (to which for farther certainty herein the said Defendant doth refer himself) may more fully appear. By force whereof the said Defendant the said sixteenth day of *September* in the year aforesaid, in the Life time of the said *J. A.* and long before his said Death, was of the said Messuage and Premises seised in his Demesne as of Fee, and he and his Assigns have ever since hitherto by virtue thereof continued seised, and have received the Profits thereof to their own use, as he humbly conceives he and they might lawfully do. By reason whereof, and by virtue of the said Deed of Feoffment, wherein the same are specially

cially granted unto this Defendant, this Defendant doth acknowledg he hath in his Custody several Deeds, Writings and Evidences concerning the Premisses, which do of right belong unto him for the maintaining of his Title aforesaid. And for that purpose he humbly conceives they ought to remain in his Custody and not to be brought into this Honourable Court, unless the Complainant had a good Title thereunto. Nevertheless the said Defendant is willing to submit to what Order this Honourable Court in Justice shall make herein; and the said Defendant doth deny that without pretence of Title he entred into the said Messuage and Premisses by Abatement after the Death of the said *J. A.* or that he wrongfully detained the possession thereof from the Complainant, as is pretended by the Bill; but doth acknowledg he doth refuse, as he humbly conceives lawfully he may, to accompt with the Complainant for the mean Profits of the Premisses, or to deliver unto him the Writings and Evidences aforesaid. And this Defendant doth deny and traverse, without that that any other matter or thing in the said Bill contained material to be answered unto, and not herein confessed and avoided, denied or traversed, is true. All which matters this Defendant is ready to aver as this Honourable Court shall award. And this Defendant humbly prays to be hence dismiss with his reasonable Costs and Charges in this behalf wrongfully and without Cause sustained.

*An Answer and Disclaimer.*

The Answer of *S. T.* as to part, and Plea and Disclaimer as to the other part of the Bill of *W. S.* and others Complainants.

The Defendant saving to himself all and all manner of Advantage and Benefit of Exception to the manifold Imperfections, Incertainties and Insufficiencies of the Complainants said Bill of Complaint, and the matters there-

in contained, by way of Answer thereunto, he saith, that it may be true that B. G. in the Bill named did lend such Sum of Money to F. R. in the Bill also named, and for security of repayment thereof had such Deed by way of Mortgage made and granted to him as in the Bill is set forth, and that the Complainants are well entituled to the benefit thereof; but this Defendant of his own knowledg knoweth not, nor ever did know, of such Mortgage made by the said F. R. nor was in any wise concerned or acquainted with the dealings and transactions between the said F. R. and the said B. G. and denieth all and all manner of Combinations and Confederacy with the said F. R. in his Life time, or with the said J. and W. R. his Brothers, or any other person or persons whatsoever. And as to the residue of the said Bill of Complaint this Defendant by protestation not confessing or acknowledging the same or any part thereof to be true in such sort, manner and form, as the same are therein and thereby set forth and alledged; as to one Messuage or Tenement in the said Bill mentioned, scituate, lying and being in R. with a Yard and Garden thereunto belonging mentioned to be in the Tenure or Occupation of H. or his Assigns, and also as to one other Messuage or Tenement lying and being in R. aforesaid, with a Yard and Garden thereunto belonging in the said Bill of Complaint mentioned to be in the Occupation of B. his Assignee or Assignees. For Plea he saith, that he this Defendant is a Purchaser of the said two Messuages with the Appurtenances and Premisses last before mentioned, for a valuable consideration in Money really and *bona fide* paid to the said F. R. in his Life time, without notice of the Complainants pretended Title in the Bill mentioned, and that the said F. R. hath by good and sufficient Conveyances in the Law, as this Defendant is advised, conveyed the same to this Defendant and his Heirs absolutely without any manner of Condition, Proviso or Power of Redemption whatsoever. All which matters and things he this Defendant is ready to aver and prove as this Honourable Court shall award, and humbly  
pleadeth

pleadeth the same in Bar to so much of the Complainants said Bill of Complaint, as this Defendant hath not herein before answered. And humbly prayeth the Judgment of this Honourable Court, whether he ought to set forth the Dates and Contents of his Deeds of Purchase, or the effect thereof, whereby to enable the Complainants to inspect this Defendants Title to the said purchased Premises. And as to all the rest of the Messuages, Lands and Tenements in the Complainant's said Bill of Complaint mentioned, other than what he this Defendant hath pleaded unto as aforesaid, he this Defendant disclaimeth all Right or Title thereunto, and knoweth nothing thereof: without that, that any other matter or thing in the said Bill of Complaint contained material or effectual for this Defendant to make Answer unto, and not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed or denied is true. All which matters and things this Defendant is ready to aver, maintain and prove as this Honourable Court shall award, and prayeth to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

*An Answer and Plea.*

The Plea of *T. C.* to part, and his Answer to the other part of the Bill of *H. D.*

The said Defendant not confessing or acknowledging all or any of the said matters and things in the said Bill of Complaint contained, to be true in such manner as they are therein and thereby alledged. As to such part of the said Bill as demands an Account of and concerning any matters and things transacted between the Complainant and this Defendant at any time before and unto the 28th day of *February* in the year of our Lord 1683, and as to all such other part of the said Bill, as is not herein after answered unto, this Defendant doth plead thereunto, and

242 *Pleas, Answers and Demurrers.*

for Plea saith, that after this Defendant had compleated and finished the first Voyage to *M.* in the Bill of Complaint mentioned (that is to say) upon the said 28th day of *F. Anno Dom. 1683.* aforesaid, the Complainant and this Defendant did make up, state and settle an Accompt in writing, then delivered to the Complainant, of the said Voyage and of all matters and things thereunto relating, or at any time before and to the said 28th day of *F. 1683,* being or depending between the Complainant and this Defendant. And the Complainant, after a strict and serious Examination of the said Accompt and every particular thereof, did approve and allow of the said Accompt, and did actually pay and satisfie all Moneys then due on the ballance of the said Accompt, and thereupon the same 28th day of *F. Anno Dom. 1683* aforesaid, the Complainant did give to this Defendant a Receipt or Acquittance under his Hand, which is in these words, *viz.* Received the twenty eighth of *F. Anno Dom. 1683,* from *T. C.* the Sum of ninety three pounds three shillings and nine pence Sterling, being in full of all Accompts whatsoever to this day, I say received *per me H. D.* As in and by the said Acquittance under the Hand of the Complainant ready to be produced to this Honourable Court may appear. And this Defendant doth plead the said Accompt stated, the payment of the said Moneys and the said Receipt or Acquittance in Bar to such part of the said Bill as demands an Accompt from this Defendant for any matters or things in the Bill mentioned on or before the said 28th day of *F. 1683,* and humbly demands the Judgment of this Honourable Court, whether he shall make any other or farther Answer thereunto.

*A Demurrer.*

The Demurrer of *A. G.* Defendant to the Bill of Complaint of *H. F.* and *H. L.*

This Defendant by Protestation not confessing or acknowledging all or any the matters and things in the Com-

Complainants said Bill contained to be true in such manner and form as the same are therein and thereby set forth, the Complainant's said Bill being exhibited against the Defendant in order to recover two several Legacies of Ten Pounds a piece pretended to be given to each of the Complainants by the last Will and Testament of one *S. A.* deceased, bearing date about the Month of *F.* 1665. they by their said Bill setting forth that the said *S. A.* being seised in Fee simple to him and his Heirs for ever, of a Messuage or Tenement with its Appurtenances lying and being in the Parish of *H.* in the County of *E.* by Purchase from one *M. J.* his Mother-in-Law, and being so seised made his last Will and Testament in writing bearing date as aforesaid, and thereby did give and bequeath to the said Complainants, and to each of them the Sum of Ten pounds to be paid to the said Complainants respectively out of his said Messuage or Tenement in *H.* aforesaid, after the decease of *E. A.* his Wife, and *M. J.* his Mother-in-Law. And that soon after the said *S. A.* died seised of the said Premises, and that this Defendant purchased the same, and had notice of the last Will and Testament of the said *S. A.* and of the Legacies thereby bequeathed to the Complainants, and that the said *E. A.* and *M. J.* are both dead, and that the said Legacies of Ten pounds a piece are due to the Complainants, and that this Defendant ought to pay the same to the Complainants, he having purchased the said Premises which were chargeable with the said Legacies, whereunto this Defendant doth demur. And for Cause of Demurrer this Defendant saith, that the Complainants said Bill being exhibited against this Defendant for the said Legacies before set forth as Purchaser of the said Premises pretended by the said Bill to be charged with the said Legacies, the Complainants ought, as this Defendant is advised, to have made the Heir at Law to the said *S. A.* a Party and Defendant to the said Bill, for that the Heir at Law may have paid and discharged the said Legacies, or otherwise have

satisfied the said several Legacies to the said Complainants and to every of them, and the said Heir at Law may have some Release or Releases, or Discharge or Discharges for the same, which he might have pleaded in Bar to the Complainants Demand of the said Legacies, and of the said Bill, or otherwise might have made it appear to this Honourable Court, that the said Legacies nor either of them are not now due to the Complainant, and more especially for that it doth not appear by the Complainants said Bill that the said Premisses, which descended to the Heir at Law, are chargeable with the said Legacies by the said last Will and Testament of him the said *S. A.* And for farther Traverse of Demurrer this Defendant doth say, that the said Complainants ought, as he is advised, to have made the Executors or Administrators of the said *S. A.* a party or parties to the said Bill, who may (for ought it doth appear by the said Bill) have paid the said Legacies out of the personal Estate of the said *S. A.* in case of the said Premisses; and may have taken some Release or Releases, Discharge or Discharges for the same, and might if they had been parties to this Bill have pleaded the same in Bar to the Complainants Demand thereof by their said Bill, which Discharge or Discharges, Release or Releases this Defendant can take no Benefit of, but the Complainants will have their Legacies twice paid them for ought by their Bill appeareth. Wherefore for that the Heir at Law to the said *S. A.* is not made a party to the said Bill, and for that the Executors or Administrators of the said *S. A.* are not made parties to the said Bill, and for divers other Causes and Imperfections in the said Bill this Defendant doth demur in Law thereunto, and humbly demands the Judgment of this Honourable Court, whether he shall be compelled to make any Answer thereunto, and humbly prays to be hence dismissed with his reasonable Costs and Charges in that behalf most wrongfully sustained, &c.

*A Demurrer to a Bill to reverse a Decree.*

The Demurrer of *A. B.* Defendant to the Bill of Review of *W. G.* Complainant.

The Scope of the Complainants said Bill being, as this Defendant is advised, to review a Decree made in this Court, wherein this Defendant was Complainant against the now Complainant Defendant, by which it is decreed that the Sum of 200 *l.* in the said Decree mentioned to be paid by the now Complainant to *A. B.* in the said Decree named as the consideration of an Indenture, Dated *July* the Sixth, One thousand six hundred seventy six, whereby the said *A. B.* had granted unto the now Complainant and his Heirs a Rent-Charge of Two hundred pounds *per Annum* issuing out of the said *A. B.*'s Estate to commence after the death of the said *A. B.* without Issue Male, should be paid by this Defendant to the now Complainant with Interest from the aforesaid sixth day of *July* One thousand six hundred seventy six, after the rate of Six Pounds *per Cent.* and on payment thereof the said now Complainant was to extinguish and release the said Rent-Charge of Two hundred pounds, and all his Right, Title and Interest in or Demand unto or out of the Premises, or any part thereof to this Defendant and his Heirs, freed from all Incumbrances done by the said now Complainant or any claiming under him. And whereby the said now Complainant is to deliver up to this Defendant, or his Assigns, the said Deed obtained by the said now Complainant as aforesaid, which was thereby set aside and declared to be void, and whereby this Defendant, his Heirs and Assigns were to hold and enjoy the Premises accordingly against the now Complainant, and all claiming under him discharged of the said Rent-Charge, and whereby a perpetual Injunction was granted for stay of all Suits at Law for and touching

ing the said Rent-Charge. This Defendant doth demur unto the said Bill of Review, and for cause thereof saith, that by the constant settled Rules of this Court no Bill of Review ought to be admitted to alter, change or explain any Decree of this Court inrolled, unless there be either manifest Error in Law appearing in the Body of the said Decree as it is inrolled, or for some new Matter of Fact discovered since the Decree pronounced, and that only by leave of this Court on an *Affidavit* of the Truth of that Matter, and this Defendant doth insist that it doth not appear in the Body of the said Decree, as the same is signed and inrolled, and is of Record in this Honourable Court, that there are or is any Error or Errors apparent in the said Decree, whereby or by reason whereof the said Decree can or ought to be reviewed or reversed; and for that the pretended Errors in the said Bill of Review set forth are not Errors in Law appearing in the Decree, but Allegations and Suggestions of Matters not contained in the said Decree, and for that there is not any such new Matter alledged, and Leave obtained by this Honourable Court for bringing a Bill of Review upon as is warranted by this Honourable Court in this Case, wherefore this Defendant doth demur in Law to the said Bill of Review, and doth humbly insist upon it that the said Decree, for ought appears, is well grounded, and doth humbly demand the Judgment of this Honourable Court, whether he shall be put to make any farther Answer, or the Complainant be permitted to proceed any farther on the said Bill of Review, and prays to be dismissed with Costs.

*A Demurrer.*

The Demurrer of *A. G.* Defendant to the Bill of Complaint of *H. H.* and *H. L.*

This Defendant by Protestation not confessing or acknowledging all or any the matters or things in the said Bill of Complaint contained to be true in such sort, manner and form whereby they are set forth, saith, That the Complainant pretending that one *T. R.* late of *London* Gent. did devise certain Lands, Meadows and Wood-Grounds in the Bill particularly named unto one *J. T.* this Complainants late Father, for a term of sixty years under the Rent of 23 *l.* and that his said Father dying thereof possessed, Administration of the Goods and Chattels of his said Father were in due course of Law granted to *A. T.* his the Complainants late Mother, and that the said *A.* having an Intention to marry this Defendant, and to dispose of her Estate for the Good of her Children before her Marriage, by her Indenture bearing Date about the Twentieth of *June* in the year of our Lord 1649, did assign over all her Estate, Interest and Term of years in the said Lands to *T. R.* and *J. C.* for the rest and residue of the said Term, in Trust for her self, for her Life, and after in Trust for the Complainant, and that the Complainant should receive yearly during her Life five pounds. And that the said *A.* being dead, and this Defendant having got the Deed into his hands concealeth the same, and doth refuse to suffer the Complainant to enjoy the said Land, or to pay the five pounds according to the said Trust, and to discover the Truth of the Premises, and the Dates and Contents of the Deed, and the Witnesses Names thereof, and in whose Custody the said Deed is, and to have the Defendant answer and  
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to be relieved in the Premisses is the Scope of the Bill. To which Bill and all the Charge therein contained this Defendant doth demur; and first for that the Plaintiff seeketh a Custody of a Deed by which he pretends Title to the sole Rent of the Remainder of a Term for ninety nine years assigned by his Mother to *T. R.* and *J. C.* which if any such Deed were it did properly belong to the Complainant or to the said Trustees and most probable to be in their or some of their keeping and not in this Defendants, who appears by the Complainants own shewing to be a stranger thereunto, it being made by his late Wife before her Marriage. And hath not made Oath (as by the course of this Honourable Court he ought) that the said Deed of which he seeketh a discovery and relief thereupon is not in his own Custody, or of some other person or persons in Trust for him or within his power, and so for ought appears to this Court doth needlessly vex this Defendant by this Suit as he hath done by two former Bills, which are dismissed by the Plaintiff himself touching this Lease. As also for that he seeketh by his said Bill to be relieved concerning a Trust created for his Benefit, and hath not made the Trustees Parties to the said Bill with the said Trust, if any such there be, but doth it on purpose to oppress this Defendant by this Suit in which this Honourable Court cannot (as this Defendant is advised) make any Decree for want of proper Parties. For which Causes and other Imperfections in the said Bill this Defendant doth demur, and demand the Judgment of this Honourable Court whether he shall be compelled to make any other or farther Answer to the said Bill of Complaint, and prays to be hence dismissed with his Costs.

*A Plea of Outlawry.*

The said Defendant by Protestation not confessing or acknowledging any the matters or things in the said Bill of Complaint contained to be true in such sort and manner and form as the same are therein and thereby set forth and alledged, for that this Defendant conceiveth the said Bill of Complaint is exhibited against this Defendant rather for Vexation, and to put this Defendant to unnecessary Charges and Expences in the Law than for any just and lawful Cause. However this Defendant should be otherwise willing to give satisfaction to this Honourable Court touching the Suggestions therein contained, yet for that the said Complainant standeth outlawed at the Suit of, &c. in a Plea of Debt, as appears by a Writ of *Capias Utlagatum* under Seal hereunto annexed; With this that this Defendant doth and will aver and maintain that the said Outlawry remains in its full force unreversed and not annihilated, and also that the said Plaintiff *A. N.* so outlawed, and the said *A. N.* the now Complainant is one and the same person and not another and divers: Therefore this Defendant doth humbly crave the Judgment of this Honourable Court whether he this Defendant shall be compelled to answer the said Bill of Complaint until the said Complainant shall become a person of Ability and capable to exhibit any such Bill of Complaint against this Defendant, and in the mean time humbly prays to be dismissed, &c.

*A Plea*

*A Plea of a Release in Chancery. The form of pleading it,  
(viz.)*

The said Defendant saith that the aforesaid Bill of Complaint is very untrue, and is as he conceiveth insufficient in the Law to be answered unto for divers apparent Faults and Imperfections therein manifestly appearing, yet by way of Plea this Defendant saith, that since the exhibiting of the said Bill of Complaint into this honourable Court, that is to say, the—day of—— the Complainant by a Release by him signed, sealed and delivered, bearing date the said—day of——and ready to be produced to this honourable Court, as this honourable Court shall award, did for himself his Executors and Administrators remise, release and for ever quit claim unto this Defendant his Executors and Administrators, all and all manner of Actions, Suits, Debts, Bonds, Bills, Specialties, Judgments, Executions, Accounts, Trespasses, Matters, Demands and Things whatsoever which the Complainant, his Executors or Administrators then had or hereafter might or could have against the Defendant, his Executors or Administrators, for and in respect or by means or reason of any Matter, Cause, Act or Thing whatsoever from the beginning of the World until the said day of the date of the said Release, for which Cause this Defendant humbly demands the Judgment of this honourable Court whether he this Defendant shall be compelled to make any other or farther Answer to the Complainants said Bill of Complaint exhibited in this honourable Court, and prayeth to be hence dismissed, &c.

*Plea of the Statute of Limitations.*

The said Defendant saving to himself, &c. for Plea unto the said Bill he saith, that what Materials were provided by the Complainant, or delivered by the Complainant for this Defendants use or upon his account, and what Building or Work was done by the Complainant for this Defendant, that is mentioned in the Complainants said Bill, was provided, delivered and done by the Complainant above six years before this Defendant was served with any Process of this Court to answer the said Bill, That if the Complainant ever had any cause of Action against the Defendant for or concerning any the Matters in the said Bill mentioned, which this Defendant doth in no sort admit, the same did accrue or arise above six years before the filing the said Bill or serving this Defendant with Process; nor did this Defendant at any time within six years promise or agree to come to account for or pay the Complainant any Monies for any Materials, Buildings or Work in the Bill mentioned, or for any of the Complainants pretended demands in his said Bill mentioned, and therefore this Defendant doth plead the Act of Parliament or Statute of Limitations made in the twenty first year of his late Majesty K. *James I.* and prays the benefit of the said Act of Parliament for Limitation of Actions. All which Matters this Defendant pleadeth in Bar of the Complainants said Bill, and of the Complainants pretended demands by his said Bill, for which he seeks to be relieved. And this Defendant prays to be hence dismissed with his Costs in this behalf wrongfully sustained.

*Plea*

*Plea of Outlawries.*

These Defendants not confessing or acknowledging all or any of the Matters in the Complainants said Bill contained to be true in such manner and form as the same are therein declared and set forth, for Plea thereunto say, that the Complainant now is and standeth a person outlawed in several Actions; and so is and standeth disabled by the Laws of this Realm to sue or commence any Suits in this honourable Court or in any other Court until the same Outlawries be reversed. For they say, that on *Monday* next after the Feast of *St. John* before the Latin Gate in the three and twentieth year of his Majesty's Reign that now is, the Complainant was outlawed after Judgment in an Action of Debt at the Suit of *E. B. &c.* as by the several Outlawries *sub pede Sigilli* hereunto annexed may appear, which said Outlawries as yet do stand unreversed. And these Defendants do aver that the said *F. R.* Complainant named in the said Bill of Complaint and the said *F. R.* named in the said Writ or Writs of *Capias Utlagatum* hereunto annexed is one and the same person and not divers and several; and therefore these Defendants do demand Judgment whether they shall be compelled to make any other or farther Answer to the Complainants Bill of Complaint so long as the said Outlawries do stand in force against the Complainant unreversed.

*A Plea of a former Suit depending for the same matter.*

This Defendant by Protestation not confessing or acknowledging all or any of the matters in the Complainants said Bill contained to be true in such manner and form as the same are therein declared and set forth, for  
Plea

Plea thereunto saith, That the said Complainants in the Term of *Easter*, which was in the year of our Lord one thousand six hundred, seventy and three, did exhibit their Bill into this honourable Court against the Defendant and *E. T.* to have an Accompt of the Monies raised by the Sale of the Plantations in the Complainants now Bill mentioned, and claiming such Interest, Shares and Proportions therein, as by their now Bill they do claim, and praying Relief as against this Defendant in the same manner, and for the same matters and to the same effect as they do now by this their Bill. To which said first Bill this Defendant and the said *E. T.* did put in their Answer, and the said Complainants thereunto replied, and Witnesses were examined on both sides, and their Depositions duly published. And the said former Bill is still depending in this honourable Court and the said Cause is not determined. And therefore this Defendant doth plead the said former Bill, Answer and Proceedings in Bar to the said Complainants now said Bill, and humbly prays the Judgment of this honourable Court: whether he shall be put to make any farther or other Answer thereunto.

*Demurrer to a Bill of Review.*

The Demurrer of *H. W. Esq;* to the Bill of Review of *H. S. Esq;* and *A.* his Wife Complainants.

This Defendant by Protestation not confessing or acknowledging all or any the matters or things in the said Bill of Review, contained other than what is contained in the Decree upon Record which the Bill seeks to reverse, to be true in such manner and form as the same are thereby set forth and alledged, saith, That by the constant Rules of this Court no Bill of Review ought to be admitted to alter or change Matters decreed either for Error  
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in Law appearing in the Body of the Decree as 'tis drawn up and enrolled, or for new Matter arisen since the Decree, or such Matter of which the Plaintiff in the Bill of Review could have notice at the time of the Decree, and therefore and for that the Matters assigned by the Bill for cause of Reversal of the said Decree are neither any Error in Law apparent in the Body of the Decree, nor any such new Matter as aforesaid, but are only a pretence of misjudging in matter of Form only and not in point of Right. And for that the pretence of the Bill for decreeing for a Defendant against a Plaintiff on his own Bill, and the pretence of the Abatement of the Suit before the Decree past are only Exceptions of Formality. And for that the other pretended Error in miscasting, in case any such be, is amendable by a Motion, and for that the said Bill of Review contains in it no Equity, this Defendant doth demur in Law thereunto, and humbly insists upon it, that the said Decree ought not for any the Causes assigned by the Bill to be reviewed or reversed, being for ought appears thereby well grounded, and humbly demands the Judgment of this honourable Court whether he shall be put to make any other Answer thereunto, and humbly prays to be hence dismissed with his Costs.

This Demurrer was allowed and the Bill dismissed.

*A Demurrer.*

The Demurrer of *P. D.* and *A.* his Wife to the Bill of *F. H.* Complainant.

The said Defendants say, they are advised the said Bill exhibited by the said *F. H.* is such that they are not by the Justice of this honourable Court requirable to answer unto the same for the many Imperfections therein appearing. And more especially for that the same appearing in  
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it self to be partly a Bill of Reviver, and partly an Original Bill, there is not any Proceſs prayed that the ſame or any part thereof, which is that part thereof that ſhould be revived cannot be revived, as theſe Defendants are adviſed, for the Reaſons aforeſaid it cannot. Then conſequently, as they are alſo adviſed, the other part thereof need not be answered, for that it is not ſelf-ſubſiſtent, but meerly dependent and conſequential upon that which ſhould have been revived. And theſe Defendants farther ſay they are adviſed there are other defects in the ſaid Bill for which theſe Defendants ought not to be compelled to answer the ſaid Bill, as particularly for that it is expreſſed therein, That as againſt one of the Defendants, *viz. A. C.* for 1000 *l.* the Bill was diſmiſt, yet that alſo (as they are adviſed) is prayed to be revived. And farther, for that the Complainant, as they are adviſed, hath not well entituled her ſelf or well ſet forth her Title to the Eſtate by her in her Bill mentioned to be decreed, nor derived her Title well from the perſons mentioned, to have obtained the ſaid Decree. For all which Cauſes and for many other Defects in the ſaid Bill appearing theſe Defendants do demur in Law thereunto, and humbly demand the Judgment of this honourable Court, if thereunto they ſhall be required, to make any other or farther Answer, and humbly pray to be hence diſmiſſed with Coſts.

This Demurrer was allowed and the Bill diſmiſſed.

*A Demurrer.*

The Demurrer of *A. T.* Esq; Defendant to the Bill of Complaint of *W. H.* Esq; *B. M.* *R. M.* and *D. D.* Complainants.

The said Defendant by Protestation not confessing or acknowledging all or any the matters in the said Complainants Bill set forth to be true in such sort, manner and form as the same are therein and thereby set forth and alledged, for and by way of Demurrer thereunto this Defendant saith, that it appears of the Plaintiffs own shewing in and by their said Bill of Complaint that the Complainants heretofore in the year, &c. exhibited a former Bill against this Defendant and others to discover whether a Statute entred into by *S. T.* unto *A. D.* and other Securities and Incumbrances were satisfied, to the end the Complainants might be let in to have satisfaction of a pretended Judgment obtained by *R. H.* (under whom the Complainants claim) of two thousand pounds on a Bond for payment of one thousand three hundred pounds principal Mony entred into by *S. T.* and Sir *A. T.* his Father, subsequent to the said Statute entred into by the said *D.* which Cause was heard in this Court, and referred to an Accompt, and the said Statute entred into to the said *T.* and other precedent Incumbrances found to be satisfied with an Overplus. And the Statute was in the said Suit set aside as to the Complainants, and the Complainants were at liberty to proceed, and have since proceeded at Law upon the said Judgment, and have extended the Lands of the said *S. T.* thereon, and the said precedent Incumbrances were not to be given in Evidence, whereby it appears of the Complainants own shewing, that the Complainants have had relief, and the Equity of their Cause hath had all the Favour and Justice which could be expected from this Court, and have

have had by the aid of this Court their plain and proper remedy at Law to recover on the said Judgment, and ought not to have any farther aid or relief in this Court in a case of this nature. And for that the Plaintiffs by their now Bill seek to have the aid and assistance of this Court to recover, and be paid Interest and Costs beyond the Penalty of the said Judgment, which Penalty being two thousand Pounds this Defendant tendred at Common Law, which this Defendant is advised is not consistent with, nor agreeable to the Rules of this Court to give Damages or Costs beyond the Penalty of the Security, and therefore these Defendants are advised that the Complainants ought not to have any Aid or Relief of this Court therein. — Wherefore and for that it is against the antient Rules of this Court to extend or enlarge legal Securities beyond the Penalties of the same, or to give any farther Relief after a Decree formerly had touching the same matter, which may be occasion of endless Suit and Vexation. For which Causes and divers other Errors and Imperfections in the said Bill appearing this Defendant doth demur in Law thereunto, and humbly demands the Judgment of this honourable Court whether he shall be compelled to answer, &c.

This Demurrer was allowed by the Lord Chancellor  
*Jefferys, Mich. Term 1685.*

*A Demurrer for want of proper Parties.*

The Demurrer of *J. S. Gent.* Defendant to the  
Bill of Complaint of *E. N. Complainant.*

The said Defendant by Protestation, &c. for and by way of Demurrer thereunto saith that the Complainant in and by her said Bill endeavours to entitle her self to several Messuages and Tenements in the Bill mentioned as one of the Daughters and Co-heirs of *F. H.* in the said Bill called *F. N.* who was one of the Daughters and Co-heirs of *R. W.* in the said Bill named, deceased, And prays to have an Accompt of the Rents and

Profits of the said Premisses ever since the Death of her said Mother, and to have the Deeds, Evidences and Writings discovered and brought into Court or deposited in other safe Hands for the Benefit of the said Complainant and *F. W.* her Sister, in the said Bill called *F. N.* the other Daughter and Co-heir of the said *F. H.* called in the said Bill *F. N.* deceased. To which Bill this Defendant doth demur, and for cause of Demurrer saith, That it appears of the Plaintiffs own shewing that the said *F.* called in the said Bill *F. N.* is Daughter and Co-heir with the Complainant *F.* called in the said Bill *F. N.* deceased, and equally entituled with the Complainant to the said Premisses (if any Title she hath) and who is now living, and may hereafter call this Defendant to an accompt under the same pretences of Title as the Complainant now doth, whereby this Defendant is like to be put to a double Trouble, Charge and Vexation which might have been determined by this Suit in case the said *F.* the Complainants Sister and Co-heir had been a Party Complainant or Defendant to the said Complainants Bill as she ought to have been. Wherefore for that the said *F.* the Complainants Sister is not made a Party to the said Complainants Bill and for divers other Errors and Imperfections in the said Bill appearing, this Defendant doth demur in Law thereunto, and humbly demands the Judgment of this honourable Court whether he shall be compelled to make any Answer to the said Bill; and prays to be hence dismissed with his Costs in this behalf wrongfully sustained.

*A Demurrer to a Replication, because it is a departure from the Bill.*

The Demurrer of *J. A.* and *A.* his Wife, two of the Defendants to the Replication of *T. C.* Complainant.

These Defendants say they are advised that the said Replication is insufficient to be rejoined unto, for that the scope of the Bill is to be relieved against these Defendants upon supposed Articles of Agreement alledged to have

have been made between the Complainant and these Defendants for eleven hundred pounds agreed to convey the Manors, Lands and Tenements in the Bill mentioned, and all the Estate therein, to the Repliant. The Bill suggesting that these Defendants were intituled in the Right of the Defendant *A.* as one of the Sisters and Co-heirs of *E. C.* her late Brother deceased, and that the Plaintiffs were intituled by virtue of a Settlement: And by the Replication the Plaintiff alledgeth that some other person to the use of these Defendants or the Plaintiff or by their consent was or were in the possession of the said Manor and Premises, and took the Rents thereof by the space of one whole year next before the making the said Articles, which is another Title than the Plaintiff chargeth in his Bill, for the Plaintiff doth not pretend any Possession in himself or any under whom he claims nor in these Defendants by the said Bill. And therefore the said Replication is a departure from the Bill, and by consequence is insufficient to be rejoined unto, and therefore these Defendants do demur thereunto, and humbly demand the Judgment of this honourable Court thereupon, and pray to be dismissed with their Costs.

*A Demurrer for not setting forth Letters of Administration, and making Oath of the loss of a Bond.*

The Demurrer of *T. N.* Defendant to the Bill of Complaint of *R. W.* Widow, Complainant.

The said Defendant by Protestation not confessing or acknowledging all or any the matters or things in the said Complainant's Bill contained to be true in such manner and form as the same are therein and thereby set forth and alledged. For and by way of Demurrer saith, that the Complainant by her Bill (as this Defendant is advised) endeavours to entitle her self to a Sum of Money due upon a Bond pretended to be entred into by this Defendant to *R. W.* her late Husband deceased, and sug-

gets for Equity that the said Bond was burnt in the late Fire in S. To which this Defendant demurreth, and for cause of Demurrer saith, That the Complainant hath not by her said Bill sufficiently entituled her self to the Mony due upon the said Bond, in case any such Bond there be or ever was, which this Defendant doth in no sort admit, for that the Complainant doth not by her said Bill set forth that Letters of Administration of the Estate of the said R. W. were granted unto her under the Seal of the Spiritual Court; and for that she doth not profer to produce the same so under Seal to this Court, nor refer her self thereto; and for that the said Bill doth not contain any Equity for that the said Complainant hath not made Oath that the said Bond is burnt or lost, as by the Rules and constant Practice of this Court she ought to have done. Wherefore and for divers other Errors and Imperfections in the said Bill appearing, this Defendant doth demur in Law thereunto, and humbly demands the Judgment of this honourable Court whether he shall be compelled to make any Answer to the said Bill, and prays to be hence dismissed with his Costs in this behalf wrongfully sustained.

*A Rejoinder to part and a Demurrer to other part of a Replication, for that the Replication contains matter that is foreign to the matters contained in the Bill.*

The Rejoynder of *W. Y. alias E.* Defendant to part, and her Demurrer to the residue of the Replication of *J. Y. alias E.* Complainant.

The advantage of Exception in and to the uncertainty and insufficiency of the said Replication to this Defendant at all times hereafter saved, for Rejoinder unto so much thereof as is not demurred unto, This Defendant saith in all and every other matter and thing as she in her said Answer hath said, and doth and will aver, justify and  
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prove the same Answer, and all and every clause and thing therein contained to be true, certain and sufficient in the Law to be replied unto in such manner and form as the same is therein set forth and declared. And as to so much of the Replication as concerneth or alledgeth any Agreement to have been made between the Complainant and this Defendant since her late Husband's death, or any Declaration made by this Defendant, this Defendant doth demur in Law thereunto, for that that matter is foreign to the matter of the Bill, for the Bill is grounded purely as to so much as concerns the Defendants Right of Dower on a supposed Agreement alledged to be made between the Friends of this Defendant and her said late Husband on their Marriage, without so much as one word of mention of the Agreement charged in the Replication to have been made by this Defendant and the Complainant since her Husbands death, so that the supposed Agreement is foreign to the Agreement charged in the Bill. And therefore and inasmuch as the said pretended Agreement mentioned in the Replication was so ought appears precedent to the Complainants Bill, and therefore in case the Complainant would have any avail or benefit thereby it ought to have been made part of the Bill, that so this Defendant might by Answer upon Oath have made her defence entire thereunto, and might have set forth any matter that she could in avoidance thereof upon her Oath, as that the said Agreement pretended by the Replication is but a part of the Agreement that was really made between the Plaintiff and her and not the whole, or that the same was waived afterwards, or other matters she might set forth by Answer that might with the Testimony of one Witness be a full defence to that matter, whereas in case she should be put to rejoyn in that matter, she might be deprived of that defence which she is advised she ought to have in Justice and by the course of Equity ought to be. And therefore she doth demur to that part of the Replication, and humbly demands the Judgment of this honourable Court, whether the  
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Complainant ought to be permitted in this manner to draw that matter under Examination, and prays as in her Answer she hath prayed.

*Demurrer to be relieved against a Bond entred into by the Plaintiff and another; to which the Defendants and one J. were Witnesses, and confederated with the Obligor to obtain the same.*

The Demurrer of *D. A.* and *G. H.* two of the Defendants, to the insufficient Bill of Complaint of *J. P.* Gent. Complainant.

The said Defendants say and either of them saith, That if all the said Complainants Bill of Complaint (as against them these Defendants or either of them) were true as the same is not yet of the Complainants own shewing, there is not any cause or colour of cause therein contained why the said Complainant should complain against or sue these Defendants, or either of them, in this honourable Court or in any other Court of Law or Equity. Neither is there any Matter or Thing charged in the said Bill of Complaint against them these Defendants, or either of them, whereupon this Court can proceed to make any judicial Order or Decree against them these Defendants or against either of them. For if it were true (as it is not) that *P. W.* deceased in the said Bill named did take Security of *J. B.* in the Bill also named by Bond, Bill or any other Writing of the said *B.* for the Sum of 24 *l.* 2 *s.* in the Bill specified or in any greater Sum, and arrested the said *B.* upon the said Bond or Bill, and imprisoned him in the *Marshalsey* where he yet remaineth Prisoner at the Suit of the said *W.* And if it be also true (as the same is not) that *N. J.* one of the Defendants in the Bill also named did write the said Bond, Bill or other Writing. And that he the said *N. J.* and these Defendants were Witnesses to the Sealing of the said Bond or

Bill for the payment of the said 24 l. 2 s. or of any other Sum or Sums of Money whatsoever; Then these Defendants say and either of them saith, That the said Complainant of his own shewing is not nor any ways can be wronged or prejudiced by reason of these Defendants being Witnesses to the said Bond, Bill or any other Writing; Neither have or hath these Defendants, or either of them, therein committed or done any unlawful Act or Thing whereby the said Complainant should need the aid of this Honourable Court against these Defendants or against either of them, or whereupon this Court can ground any Judicial Order or Decree. For which Causes and for that there is no other Matter or Thing charged in the said Bill of Complaint against these Defendants or against either of them, saving that they these Defendants are thereby supposed to be Witnesses with the said N. J. to some Bond, Bill or other Writing. And for that the said Bill of Complaint containeth no matter of Equity against these Defendants or against either of them; Therefore these Defendants do and either of them doth demur and abide in Law upon the insufficiency of the said Bill of Complaint. And do and either of them doth humbly demand the Judgment of this Honourable Court if they these Defendants, or either of them, shall be compelled to make any farther or other Answer thereunto. All which Matters these Defendants are and either of them is ready to maintain as this Honourable Court shall award. And humbly pray and either of them prayeth to be dismissed forth of the same with their and either of their reasonable Costs and Charges in that behalf most wrongfully sustained; &c.

This Demurrer was allowed.

*A Plea and Demurrer.*

*The Demurrer being that the Plaintiffs as Creditors and Assignees under a Statute of Bankrupt come to avoid Leases made to the Defendant, and a Redemise afterwards on pretence the Commissioners had assigned the Creditors to pay the Money to the Defendant and be to assign his Estate; whereas the Commissioners had no power to do the same, and the Estate in Law made to the Defendant was two Years and six Months before the pretended Bankruptie. And for Plea in Bar the Defendant offers the Indentures and a Fine levied to him long before the Bankruptie.*

The Demurrer and Plea in Bar of *W.T.* Defendant to the insufficient Bill of Complaint of *J.B.* and *H.B.* Complainants.

The said Defendant for Demurrer to the said Bill saith, That if all the said Bill were true, as it is not, yet the said Complainants of their own shewing, as they themselves have made their case, ought not thereupon to be relieved either in Law or Equity. For this Defendant saith, That if it were true that *J. E.* in the Bill named and *F.* his Wife in the Month of *J.* in the two and twentieth year of the Reign of our late Sovereign Lord King *James* were lawfully seised of a good, perfect and indefeasible Estate to them and to the Heirs of the said *J. E.* of the Messuages or Tenements in the Bill mentioned, and that the said *J.* and *F.* being so seised by Agreement had and made by and between them the said *J. E.* and *F.* his Wife, and this Defendant did by their Indenture of Lease under their Hands and Seals bearing date the twelfth day of *J.* which was in the said two and

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twentieth year of the Reign of our said late Sovereign Lord King *James*, demise, grant and to farm-let unto this Defendant the said Messuages or Tenements for the term of 21 years and 28 days from the Feast of the Nativity of St. *John Baptist*, which was in the said two and twentieth year of our said late Sovereign Lord King *James*, rendring a peny Rent yearly at the Feast of St. *Michael* the Archangel, if the same were lawfully demanded. And that this Lease was made in consideration of 240 *l.* paid or lent by this Defendant to the said *J. E.* and *F.* his Wife And if it be likewise true that this Defendant in or upon the 14th day of the said Month of *J.* in the said two and twentieth year of the Reign of our said late Sovereign Lord King *James* did redemise the said Messuages or Tenements unto the said *J. E.* and *F.* his said Wife for the term of 21 years from the 26th day of *J.* in the said two and twentieth year of the Reign of our Sovereign Lord King *James* yielding and paying therefore yearly during the said term unto this Defendant the Sum of 30 *l.* at the Feast of the Nativity of St. *John Baptist*, and the first payment thereof to begin at the Feast of the Nativity of St. *John Baptist*, *Ann. Dom.* 1625 with a Proviso that if the said Rent of 30 *l.* should be behind and unpaid in part, or in all, over or after any of the days of payment limited for the payment thereof, That then and from thenceforth it should and might be lawful to and for this Defendant into the said Messuages or Tenements to re enter. And if it be likewise true that the said *J. E.* did become bound unto this Defendant in a Bond of 300 *l.* conditioned for the performance of the Covenants and Agreements contained in these Indentures. And that afterwards the said *F.* died, and the said *J. E.* her Husband survived, and did truly pay to his Defendant the Sum of 30 *l.* upon the Feast day of the Nativity of St. *John Baptist*, which was in the said year of our Lord God 1625, for a years Rent then due upon the said last mentioned Lease. And if it be likewise true that the said *J. E.* upon the Feast of the Nativity of St. *John*

*John Baptist* 1626, did fail to pay the said Sum of 30 *l.* then due for the said Rent, and did after condescend to make and did make unto this Defendant one other Lease of the said Messuages or Tenements by Indenture bearing Date the 28th of *December* 1626, and in the second year of the Reign of our Sovereign Lord the King's most Excellent Majesty that now is for the term of 21 years to begin from the Expiration of the said first recited Lease for the yearly Rent of one Pepper Corn. Upon condition that if the said *J. E.* his Executors, Administrators or Assigns, or any of them did or should from time to time and at all times then after during the residue of the said term of 21 years then to come and unexpired well and truly pay or cause to be paid unto this Defendant, his Executors, Administrators or Assigns the said Rent of 30 *l.* at such days, times and place, and in such manner and form, as in the said recited Indenture of Lease is limited and appointed, then the said last mentioned Indenture of Lease should cease, determine and be utterly void. And if it be likewise true that the said *J. E.* did afterwards pay unto this Defendant the 30 *l.* which was then formerly due to have been paid at the Feast of *St. John Baptist*, which was in the said year of our Lord God 1626, and did after pay unto this Defendant the Rent of 30 *l.* due at the Feast of *St. John Baptist. Ann. Dom. 1627.* And did pay unto this Defendant the like Rent of 30 *l.* at the Feast of *St. John Baptist, Ann. Dom. 1628.* And if it be likewise true that afterwards the said Rent of 30 *l.* due at the Feast of *St. John Baptist 1629* was behind and unpaid, and that this Defendant for non-payment thereof did enter upon the said demised Premises, and hath received or might have received of the under-Tenants thereof all the Rents and Profits thereof, as well those that were behind at the Feast of *St. John Baptist 1629*, as such as have grown due ever since, the value of the same Tenements being 30 *l. per Annum.* And if it be likewise true that the said *J. E.* were a Man that did seek or get his Living by buying and selling, and that

that the said *J. E.* were indebted to the Complainants and others in the Sum of 500 *l.* and did in *Decemb. Ann. Dom. 1626*, begin to keep his House in *St. Albans* to the intent to delay his Creditors for the Recovery of their just and true Debts, and hath since absented himself and is thereby become a Bankrupt. And if it be likewise true that the said Complainants and others the Creditors of the said *J. E.* did the 28th of *J.* last being the 28th day of *J. An. Dom. 1631*, become Suitors to the Right Honourable the Lord Keeper of the Great Seal of *England* for a Commission upon the Statutes of Bankrupts to be awarded against the said *J. E.* And that thereupon a Commission was awarded the 29th day of *J.* now last past directed to the Commissioners in the Bill named or to any four or three of them. And if it be true that the said Commissioners have begun to put the said Commission in Execution, and have found that the said *J. E.* being indebted to the said Complainant and others did in the Month of *D. 1626*, begin to keep his House and absent himself from his Creditors, and that he the said *J. E.* did thereby become a Bankrupt as by the Bill is set forth. This Defendant for Demurrer to the said Bill saith, That if all the said Surmises and Allegations were true, yet the said Complainants of their own shewing ought not thereupon to be relieved either in Law or Equity. For this Defendant saith, That the said Commissioners by virtue of the Commission had not any thing to do with any of this Defendants said Leases; neither were the same Leases any ways subject to the said Commission, for that it appeareth of the said Complainants own shewing, that the said Leases were made for good consideration of Money paid long before the said *J. E.* did become a Bankrupt, (that is to say) the said first Lease made by the said *J. E.* unto this said Defendant, and the Redemise thereupon made by this Defendant to the said *J. E.* were both made in consideration of 240 *l.* paid by this Defendant to the said *J. E.* and to secure unto him this Defendant the Sum of 30 *l.* per *Ann.* out of the Messuages or Tenements

ments thereby demised for 21 years. And the said later Lease, as it appeareth of the said Complainants own shewing, was made after a Forfeiture of the Redemise made by this Defendant to the said *J. E.* and after a Forfeiture of the Bond of 300 *l.* and the same was only made to secure the subsequent payments of the said Rent of 30 *l. per Annum.* And this Defendant saith that the said first Lease and the said Redemise being so as aforesaid made in *June, Anno Dom. 1624,* and in the 22d year of his said late Majesty King *James,* this Defendant could not then foresee that the said *J. E.* should become a Bankrupt in *December 1626.* which was two years and six Months after the making of the said Lease and Redemise. For which Cause, and because it appeareth of the Complainants own shewing, that the said Lease and Redemise were made for the consideration of 240 *l.* and to secure to this Defendant 30 *l. per Ann.* for 21 years and were made two years and six Months before the said *J. E.* did become a Bankrupt. And because the Complainants by their Bill do set forth a good Title both in Law and Equity to this Defendant of and in the Messuages, Lands and Tenements in question, but do not shew nor derive unto themselves any Title at all thereunto either in Law or Equity, neither by Grant nor Assignment from the Commissioners nor otherwise. Therefore this Defendant doth demur and abide in Law upon the insufficiency of the said Bill, and doth humbly demand the Judgment of this Honourable Court if he this Defendant shall be compelled to make any Answer thereunto. And for farther cause of Demurrer to the said insufficient Bill this Defendant saith, That the Title set forth by the Complainants by their said Bill to the Leases in question, or to the Lands, Tenements or Hereditaments thereby demised is no good Title either in Law or Equity. For if it be true that the Commissioners upon the Statutes of Bankrupts did assign and appoint the Complainants to pay or tender unto this Defendant the Sum of 240 *l.* with Interest, and in such manner as by the Bill is suggested. And did assign or appoint

point them to take from this Defendant an Assignment or Conveyance of the Leases made to this Defendant of the Lands in the Bill mentioned to the benefit and behoof of the Complainants and of the other Creditors of the said *J. E.* yet the said Commissioners had no power by any the Statute or Statutes of Bankrupts, or by their Commission either to assign or appoint the Complainants to pay or tender unto this Defendant any Sum of Money, or to assign or appoint this Defendant to assign or convey the said Leases or Lands, Tenements or Hereditaments thereby demised. For which Cause also and because there is no matter of Equity contained in the said Bill, but the said Complainants do thereby endeavour to avoid a plain, honest and lawful Contract made for just and valuable Consideration two years and six Months before the said *J. E.* became a Bankrupt, this Defendant doth demur in Law upon the Insufficiency of the said Bill, and doth humbly demand the Judgment of this Honourable Court if he this Defendant shall be compelled to make any Answer thereunto. And for Plea in Bar to the said Bill this Defendant saith, That the said *J. E.* and *F.* his said Wife, in the Term of the Ho. Trinity which was in the said 22d year of his said late Majesty's Reign by one Fine acknowledged and levied before his then Majesty's Justices of his Court of Common Pleas at *Westminster*, did grant unto this Defendant all and singular the Messuages, Lands, Tenements and Hereditaments in the said Indenture of the 12 and 14th days of *J.* in the said 22d year of his said late Majesty's Reign mentioned by the Names of three Messuages, three Cottages, three Gardens, three Orchards, six Acres of Land, and two Acres of Meadow with the Appurtenances in the Town of *St. Albans*, and in the Parish of *St. Mich.* To have and to hold to this Defendant from the Feast of *St. J. Baptist*, then next following for the term of 21 years and 28 days then next following, and fully to be compleat and ended, as by the said Fine remaining upon Record in his Majesty's said Court of *Common Pleas* appeareth. And therefore this defendant demandeth the Judgment

ment of this Honourable Court, if against the Indenture of the said *J.E.* under his Hand and Seal made for the consideration of 240 *l.* confessed by the Complainants to be paid, and the same Indenture acknowledged by the said Complainants to be made two years and six months before the said *J.E.* did become a Bankrupt. And if against the said Fine the said Complainants as Creditors to the said *J.E.* upon a bare surmise that the Commissioners upon the Statutes of Bankrupts have appointed them the said Complainants to pay 240 *l.* and this Defendant to assign or convey his Interest to the said Complainants the said Complainants shall be received to complain in this Honourable Court. All which matters this Defendant is ready to maintain as this Honourable Court shall award, and humbly prayeth to be dismissed forth of the same with his reasonable Costs and Charges in this behalf most wrongfully sustained.

*A Demurrer for that the Bill charges the Defendant with several Promises to recompence the Complainant for solicitation in this Court, and for Protection given the Defendant by the Plaintiff against Treasons and undue Practices committed.*

The Demurrer of *J. S.* and *E.* his Wife Defendants to the Bill of Complaint of *R.H.* Complainant.

The said Defendants by Protestation not confessing or acknowledging all or any of the matters or things in the said Bill of Complaint contained to be true in such manner and form as in the said Bill of Complaint is set forth, For Demurrer thereunto or to so much thereof as these Defendants are advised they need not answer, they these Defendants say, that there appeareth no matter of Equity charged in the said Bill for the principal matters for which the said Complainant seeketh relief thereby. But that the same is exhibited to perplex, vex and charge these Defendants causelessly. For that he the said Complainant may have and take his Action at Law against these Defendants for  
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all and every the matters and things he complains of in and by his said Bill of Complaint, and may thereupon recover what he pretends to be due to him upon any the special Agreements by him pretended and Promises suggested to be made by this Defendant *J. S.* for recompence for any the matters or things by him in his said Bill set forth. And these Defendants for farther Demurrer say that the said Complainants Bill is not only void of Equity, but (as these Defendants are informed) full of scandalous and disgraceful Charges and Suggestions against these Defendants. As that this Defendant *J. S.* is indebted or obliged to him the said Complainant for his Protection or Safety from divers Treasons and other undue practices by him the said Complainant in his said Bill supposed to be charged on this Defendant *J.* before *J.* Lord B. and Major General S. whereas this Defendant is altogether thereof guiltless, and was never, nor could, nor can be therewith charged. And also in charging this Defendant *E.* with deceiving him the said Complainant of several Sums of Money, which (if any such thing were) this Defendant saith he hath a more legal remedy to take against this Defendant for the same than by such Allegations in his Bill in this honourable Court. And these Defendants farther say, That the said Bill of Complaint is not only scandalous (as they conceive) to them these Defendants but also to this honourable Court. As that the said Complainant should by his said Bill entitle himself of *S.* in the County of *M.* Poulterer, and afterwards for solicitation of a Cause in this honourable Court and elsewhere for such time as in the Bill is mentioned should require and pretend to deserve therefore the Sum of 100 *l.* For all which apparent Causes these Defendants do demur and abide in Law, and humbly demand the Judgment of this honourable Court whether they shall be compelled to answer, &c.

*Demurrer to be relieved against Bonds pretending the Debts therein were not just, and after Judgments obtained upon them against the Defendant's Bail at Law, and a Levy had.*

The Demurrer and Answer of C. S. Defendant to the Bill of Complaint of T. L. Complainant.

The said Defendant by Protestation saith, That the said Bill of Complaint is very insufficient in the Law to be answered unto, and such as this Defendant by the Law of this his Majesty's Realm of *England* is not bound to make any Answer unto. For this Defendant saith, that it doth not appear by the said Bill of Complaint that the said Complainant is any ways indebted to his Majesty or otherwise enabled to sue in this honourable Court. And this Defendant also saith, That it likewise appeareth by the said Bill of Complaint that the said Complainant did voluntarily enter into the several Bonds in the said Bill of Complaint mentioned for just and due Debts then owing by the said Complainant unto this Defendant. And therefore the said Complainant by the Law of this Realm of *England* ought not to be admitted to disable or stultifie himself, but is and ought to be concluded and estopped by his Deeds under his Hand and Seal. And the said Complainant ought not now to be received to say or plead that the several Sums of Mony contained and expressed in the said several Bonds are not just Debts, or not truly due from the Complainant to this Defendant. And this Defendant farther saith, that the Monies due upon the said several Bonds being unpaid, this Defendant in or about the Month of *J.* now last past did cause the said Complainant to be arreſted in *L.* upon the said Bonds, and having declared thereupon, and being ready for a Trial there, the said Complainant did procure the same Action to be removed from thence into the Office of Pleas  
of

of his Majesty's Court of Exchequer. And this Defendant proceeding in the said Action in the said Office of Pleas the said Complainant in *Michaelmas* Term last appeared. And this Defendant declared upon the said Action, and in *Hillary* Term last this Defendant obtained Judgment upon the said Bonds against the said Complainant by *nihil dicit*; and in the same Term this Defendant procured a Writ of *Capias ad satisfaciend.* to be sued out against the said Complainant, and returned with a *non est inventus*. Whereupon this Defendant caused a Writ of *Sci Fac.* to be sued out of the said Court against *J. H.* and *A. K.* the Manucaptors of the said Complainant in the said Action returnable *quindena Pasche* last, and an *al' Scire Fac.* returnable *quinque Pasch.* next, to which Writ the said Manucaptors have appeared. So that the said several Bonds being now passed and transferred into a Judgment; therefore the said Complainant ought not nor can be relieved against the said Bonds, but ought (if there had been just Cause) to have brought his Writ of Error upon the said Judgment, or ought to have prayed relief in this Court against the said Judgment, if there had been Cause, and not upon the said Bonds. For all which Causes this Defendant doth demur and abide in Law upon the insufficiency of the said Bill of Complaint, and doth humbly demand Judgment of this honourable Court, if he this Defendant shall be compelled to make any farther or other Answer thereunto. And if this Defendant shall be compelled to make any farther Answer to the said Bill of Complaint, then and not otherwise (all advantages of Exceptions to all and every the uncertainties and insufficiencies of the said Bill of Complaint to this Defendant now and at all times hereafter saved and reserved) This Defendant for Answer unto the said Bill of Complaint saith, that true it is, that about three or four years since the said Complainant repaired unto this Defendant, and was desirous to have this Defendant, being a Taylor, to make him some Cloaths, which this Defendant did accordingly, and

made the said Complainant four several Suits to the good contentment of the said Complainant as he then pretended. And this Defendant saith that true it is also that at or about the Month of *S.* which was in *Anno Dom.* 1639. the said Complainant did deliver unto this Defendant a piece of broad Wollen Cloth containing about four yards and a half of the value or price of 16 *s.* *per* yard or thereabouts, which this Defendant did cut out, use and employ for and toward the making of a Suit and Cloak for the said Complainant. And the Defendant having so used the said Cloth, and made up the said Clothes, and afterwards done some other work for the said Complainant, he this Defendant repaired unto the said Complainant and delivered unto him several Bills of the particular Sums of Mony by him disbursed and laid out for the use of the said Complainant about the trimming and finishing of the said Clothes, together for his pains and workmanship about the making thereof, amounting in all to the Sum of 14 *l.* 11 *s.* 5 *d.* or thereabouts. But how many of the said Suits were made of Stuff, and how many of Cloth, or what were the quantities of the said Stuffs or Cloths, this Defendant doth not now well remember; and this Defendant doth not know of whom the said Cloth or Stuffs for the said Suits were bought, nor what were the several prices of the same, for that this Defendant did not buy the same, but the same were delivered by the said Complainant or by his direction unto this Defendant. And this Defendant saith, that upon the delivery of the said Bills he this Defendant did expect to have received part of payment and satisfaction of and for the Monies thereupon due. But the said Complainant at that time pretending that he could not spare so much Mony, earnestly requested this Defendant to forbear him for some time, faithfully promising payment thereof unto this Defendant, which this Defendant was contented to do. And this Defendant saith, that the said Complainant at several times after and by several payments did pay unto this Defendant the

Sum

Sum of 6 *l.* 5 *s.* so that there remained due unto this Defendant for and upon the said several Bills for the said Suits the Sum of 8 *l.* 6 *s.* 5 *d.* And this Defendant farther saith, that about three or four Months after the said Complainant again repaired unto this Defendant, and pretending that he was to marry with a Gentlewoman of a great Fortune, did earnestly desire this Defendant to give him Credit for a good Suit of Cloaths, promising this Defendant to give him Security not only for the Sum of 8 *l.* 6 *s.* 5 *d.* then remaining unpaid of the said several Bills, but also for payment of such Sum of Money as the said Suit of Clothes should come unto within short time after. Whereupon this Defendant (then having a very fair Suit and Cloak of grey Cloth lined with black Blush, lying by him to sell, which had been but little or not at all worn, and which not long before cost 20 *l.* at the least) he this Defendant did furnish the said Complainant with the said Suit and Cloak; for which the said Complainant did agree and was to pay unto this Defendant the Sum of 10 *l.* 1 *s.* 4 *d.* and thereupon the said Complainant together with *R. W.* in the Bill named (who at that time was a meer Stranger to this Defendant) by their Bond or Writing Obligatory bearing date the 13th day of *J.* which was in the 17th year of his Majesty's Reign that now is of *England, &c.* did become jointly and severally bound unto this Defendant in the Sum or Penalty of 20 *l.* of lawful Money of *England* with Condition thereunder written for the payment unto him this Defendant of 10 *l.* 1 *s.* 4 *d.* of like lawful Money of *England* on the 20th day of *A.* then next ensuing. And this Defendant farther saith, that within two days after the entring into of the said Bond, *viz.* on the 15th day of the said Month of *J.* in the said 17th Year of his Majesty's Reign the said Complainant for the securing of the said Sum of 8 *l.* 6 *s.* 5 *d.* then remaining unpaid of the said several Bills, did alone become bound unto this Defendant in one other Bond of the Sum or Penalty of 16 *l.* conditioned for payment of the

Sum of 8 *l.* on the 16th day of *A.* then also next coming, as by the said two several Bonds or Obligations and Conditions ready to be shewed unto this honourable Court (and whereunto this Defendant for the more certainty in that behalf referreth himself) more at large it doth and may appear. And this Defendant also saith, as herein formerly he hath said, that the said several Sums of Money due upon the said two Bonds being unpaid, this Defendant was forced to bring, and did bring his several Actions at Law upon the said Bonds against the said Complainant, and hath thereupon obtained Judgment as aforesaid, as was lawful for him this Defendant to do. And this Defendant doth utterly deny that the said Complainant by the means of the said *R. W.* was drawn into acquaintance with this Defendant, or that the said *R. W.* (before the entring into of the said Bond of 20 *l.* with the said Complainant unto this Defendant as aforesaid) ever had much or any dealing with this Defendant, or that he this Defendant pretended that the said *R. W.* (before the entring into of the said Bond) was indebted unto this Defendant for Clothes or otherwise. Or that it is also true, that the said Complainant upon any the pretences in the Bill specified, or otherwise was drawn or persuaded to become bound, or was bound for the said *R. W.* for securing of the Sum of 10 *l.* or of any other Sum of Money due or pretended to be due by the said *R. W.* unto this Defendant, as by the said Bill of Complaint is suggested. And this Defendant doth also utterly deny that he this Defendant did or had any reason to promise that neither the said Complainant or the said *R. W.* should by reason of the said Obligations be constrained to pay any more Money for the same than that which this Defendant should pay for the making up of the said Apparel, or that the same did not amount unto above 40 *s.* as by the Bill is also supposed. And this Defendant confesseth it to be true, that he this Defendant doth refuse to accept of the Sum of 40 *s.* for the Money due by the said Complainant unto this Defendant, as he conceiveth

conceiveth it lawful for him to do. And that it is also true that the said Sum of 10 l. 1 s. 4 d. being unpaid, this Defendant caused the said R. W. to be arrested upon the said Bond of 20 l. and was imprisoned some small time for the same. But this Defendant denieth that the said R. W. was detained in Prison until that he had paid the said Sum of 10 l. or given other Security for the payment thereof; or that he the said R. W. or any other for him upon the said Arrest, or at any time since or before, have or hath paid or secured to be paid the said Sum of 10 l. or any parcel thereof unto this Defendant, or to any other to his use, as by the said Bill of Complaint is also suggested. For this Defendant saith, that upon the said Arrest the said R. W. did put in Bail to the said Action, and the same doth yet remain undetermined. And without that that it is true that this Defendant did pretend that the Mony to be disbursed for Cloth would amount unto the Sum of 8 l. Or that thereupon the said Complainant by the persuasion of the said R. W. to his Defendants knowledge. did become bound in the said Bond of 16 l. for payment of the said Sum of 8 l. Or that it is also true, that this Defendant knoweth that there is not really and truly due upon the said Bond above 10 l. or thereabouts. And without that that any other matter or thing in the said Bill of Complaint contained material or effectual in the Law to be answered unto, and not here- in sufficiently answered unto, confessed and avoided, traversed or denied, is true. All which matters this Defendant is ready to aver, maintain and prove, as this honourable Court shall award, and humbly prayeth to be dismissed forth of the same with his reasonable Costs and Charges in this behalf most wrongfully sustained.

*Directions*

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*Directions for executing a Commission  
beyond the Seas.*

**W**Hereas we have received a Commission issuing out of the High Court of Chancery in England to us and to A. B. and C. D. directed for the Examination of Witnesses in a Cause there depending between R. H. Plaintiff and C. D. Defendant. These are to give you notice that we will execute the said Commission at the House of C. H. known by the Sign of the R. situate in Street in the City of N. in France on Friday being the seventh day of November (*Stilo Novo*) now next coming at the Hour of Ten Beforenoon of the same day, where you together with the Commissioners and Witnesses of the said Complainant may be present if you please. Given under our Hands the tenth of November (*Stilo Novo*) in the Year of our Lord 1701, we rest your Loving Friends,

S. H. J. B.

*To our Loving Friend Mr. S. These,*

This Note must be delivered to the party to whom Notice is to be given fourteen days before the time of executing the Commission.

Against which time the Witnesses are to have notice of the time and place, and to be desired to appear and depose their knowledge to each Interrogatory.

At the time when the Commissioners are met then the Commission be opened which till that time must remain sealed, that the Commissioners may see that they have an Authority and sufficient Warrant to justify the

Proceedings: Then having a Clerk or two ready to draw up the Depositions in Paper, let each Witness set his Name to each Deposition, which done, ingross them *verbatim* in Parchment. Let the Title of the Depositions be first written in Paper and Ingrossed in Parchment *ut sequitur*.

Depositions of Witnesses taken at, &c.

And then call a Witness, and cause all Persons but the Commissioners their Clerks and the Witnesses depart the Room.

Then give the Witness his Oath as followeth:

You shall true Answer make to all such Interrogatories as shall be administred to you on the part and behalf of *J. A.* and others Defendants to the Bill of Complaint of *J. S.* Complainant, and therein you shall speak the truth: So help you God.

Which done let the Witnesses Names, place of abode, addition and age be writ in the same Paper as followeth:

*P. S.* of *L.* in the County of *C.* within the Kingdom of *F.* Gent. aged sixty years or thereabouts sworn and examined faith as followeth:

1. To the first Interrogatory this Deponent saith, That, &c.
2. To the second, &c.

Take those Depositions of the several Witnesses to be examined apart in Paper, and when a Witness has done, read his Deposition and let him sign it, and let the Commissioners sign every sheet of Paper.

When all are examined let the same be Ingrossed in Parchment and examined with the Papers, and let the Commissioners sign each Schedule of the Parchment, as also the Interrogatories, then also bind them up together with some small string or cord and let every of the Commissioners set their Seal upon it; then one of the said  
Com-

280 *Notice of Executing the Commission.*

Commissioners must deliver it Personally to the Person that brings it into *England*, so as such Person when he comes into *England* may swear he received the same from the hands of one or more of the Commissioners therein named, and that it has not been opened or altered since he received it.

Then let the Paper-draught be also bound up and sealed as before, and be delivered to one of the Commissioners to keep.

If there be any Writings to be proved give directions for that purpose.

Inter *A. B. Querentem & C. D. Defendentem.*

*Notice of Executing the Commission.*

Whereas we have received a Commission out of Her Majesty's High Court of Chancery to us and to *T. M.* and *C. N. Gent.* or any of us directed for Examination of Witnesses in a Cause there depending between *A. B.* Plaintiff, and *C. D.* Defendant, These are to give you notice that we will execute the said Commission at the House of *C. D.* in *N.* commonly called or known by the Name or Sign of the *Falcon* in *B.* in the County of *S.* on \_\_\_\_\_ being the \_\_\_\_\_ day of *November* now next coming, beginning at the Hour of *Ten* Beforenoon of the same day where you together with your Commissioners and Witnesses may be present if you please. Given under our Hands and Seals the \_\_\_\_\_ day of *October* in the year of our Lord 1701  
we rest,

*Your Loving Friends.*

To our Loving Friends Mr. *A. &c.*

Note to the Witnesses.

Between *A. B.* Plaintiff and *C. D.* Defendant, [Begin as in the other Notice till] And whereas we are inform-

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*Your Loving Friends.*

*Directions for drawing a Decree.*

To our Friends *A. B. &c.*

beginning, **V** Hereas heretofore (that is to say) in the Term of St. M. J. S. and T. B. gentlemen, Complainants did exhibit their Bill of Complaint into this High and Honourable Court of Chancery against A. D. Defendant, thereby setting forth. (*Here recite the Bill briefly.*) Both Plaintiffs and Defendants must have the same Titles in the Decree as they have in the Bill, as if the Plaintiff was Executor or Administrator, the Decree must be as Executor of the last Will and Testament of D. E. or Administrator of the Goods and Chattles, Rights and Credits of D. E. or accordingly as the Case is.

# The

282 *Directions for drawing a Decree.*

The substance of the Bill being recited, say; For Relief wherein and to have a Discovery, [*Set out of what.*] according to the Nature of the Bill, and then say. The Complainant humbly prayed the Aid and Assistance of this honourable Court, and Process of *Subpœna* to be awarded against the said Defendants to appear in this Court and answer the Premises; which being granted, and the said Defendants therewithal served, they appeared accordingly and answered the said Bill. [*Here recite the substance of the Answer.*] If the Defendant be a Minor, say, The said Defendant being a Minor, and answered by his Guardian in that behalf, assigned and confessed, or denied, as the Case is, which Answer being recited. If there be more Defendants, then say, And the said Defendants C. D. by this Answer said, [*Setting forth his Answer.*]

*The Answers being all set out, say.*

To which Answer the Complainant replied, and the Defendants rejoined, and so the parties being at Issue, the Witnesses were examined in the Cause, and the Deposition, duly taken and published according to the usual Course of this Court. [*If there were cross Causes and such an Order made.*] And by an Order of this Court of the                      day of                      last, the Deposition taken in this Cause, wherein the now Defendant A. B. was Complainant, were to be read at the hearing of this Cause, as by the said Bills, Answers, Replications, Depositions of Witnesses, and other Proceedings remaining on Record in this Honourable Court, may more at large appear; And this Cause so standing in the Court the day of                      last past, was by this Court appointed for the hearing thereof; on which day the same came to be heard, and debated accordingly in presence of the Council learned on both sides. The Substance of the Complainants Bill, and the Defendants Answer, appeared to be as the same are herein before recited and set forth.

When

*Directions for drawing a Decree.* 283

Whereupon, and upon debate of the matter, and hearing that could be alledged on all sides, This Court did think it, and accordingly Order and Decree, &c.

*If a Master made his Report, say.*

In pursuance of which Order the said Master *A. B.* made his Report unto this Court in these words following, viz. *Dat' 31 Maii 1701. Inter Johan' &c. receiving the Report verbatim.*

*If there be a Motion for confirming the Report, then thus.*

And afterwards upon Motion of the Defendants Counsel the 30th day of *May* last past, and upon producing of the said Report, It was Ordered, &c.

*The Plaintiff and Defendant were to shew Cause why a Report should not be confirmed, and doth not in setting out the Order for informing say thus, If the Decree be grounded thereon.*

And now upon opening the Matter this present day unto this Court by the Defendant *J. S's* Council, forasmuch as the said Comptroller hath had due notice of the last mentioned Order, as by Affidavit appeared, but shewed no Cause to the contrary thereof, as by the Register's Certificate appears: It is therefore this present day, on Thursday the            day of            in the Thirtieth Year of the Reign of our most Gracious Sovereign Lord King *William* the Third, by the Grace of God, of *England, Scotland, France and Ireland*, Defender of the Faith, &c. By the right Honourable, &c. and by the authority of this High and Honourable Court of Chancery, ordered, adjudged and decreed, That the said Order of the            of            last, do stand absolute, confirmed, and that accordingly the said Report do stand

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stand ratified and confirmed by this present Decree to be observed and performed by all parties according to the true meaning thereof.

*If a Cross Bill be to be recited, begin thus :*

And whereas afterwards, that is to say in *Trinity-Term* last past, the said *A. B.* did exhibit his Cross Bill of Complaint into this High and Honourable Court of Chancery against the said Sir *Samuel C.* and so set out the Cross Bill, at the end of which say. And to that end the said Comptroller *A. B.* by his said Cross Bill, humbly prayeth the Aid and Assistance of this Court, and that for that purpose, Process of *Subpena* might be awarded against the said last mentioned Defendants, to appear in the Court and answer the Premises.

*If a Cause be heard upon Bill and Answer only, and Decree made upon the Order of Hearing.*

After the Bill and Answer is set out in the Decree, say As by the said Bill and Answer remaining upon Record in this Honourable Court may more at large appear ; And the Cause so standing upon the said Bill and Answer, the day of *February*, in the Thirteenth Year of our most Sovereign Lord *William* the Third, was by the Court appointed for the Hearing thereof : On which day the same coming to be heard accordingly upon the said Bill and Answers in the presence of Council learned on all sides, the substance of the said Bill and Answers appeared to be as the same are herein before recited and set forth : Whereupon, and upon debate of the matter, and hearing what could be alledged on all sides, This Court doth think fit, and accordingly Order and Decree.

*If a Rehearing be, and the Order thereupon to be recited,  
and the former Decree thereby confirmed.*

This Court thereupon, and upon debate of the matter, declared, That the Decree formerly pronounced in this Cause was just, and did order that the same should stand.

*If Petition for Rehearing, upon Order on bearing.*

With which Order the said Defendants being dissatisfied, they petitioned his Lordship for a Rehearing of the said Cause, and to have the Order rectified in several particulars; and thereupon by an Order of the day of                      It was ordered that the said Cause should be set down to be rehear'd the                      day of                      on peril of double Costs, and the same coming to be reheard accordingly in the presence of the Council learned on both sides, the Council for the Defendants insisted.

*Upon Bill and Answer, Decree upon Order on Hearing.*

As by the said Bill and Answer remaining upon Record in this Honourable Court, may more at large appear, and the said Cause so standing upon Bill and Answer, this present day was by this Court appointed for the hearing thereof; and the same coming to be heard accordingly in the presence of Council learned on both sides, the substance of the Complainants Bill, and Defendants Answer appeared to be, as the same are herein before recited and set forth: This Court thereupon, and upon hearing what could be alledged on both sides, and upon reading, &c. as the case is--doth think fit, and accordingly it is this present day; that is to say, On Thursday the                      day of                      in the                      year of the Reign of our most Gracious Sovereign Lord, &c. by the right Honourable, &c. Lord High Chancellor of England, ordered, adjudged and decreed,

## Directions to draw Bills of Reviver.

Beginning, **I**F you revive, the Defendant being dead, say (as in the other Bill.) That your Orator heretofore (that is to say, on or about the day of                      in the year of our Lord                      did exhibit his Bill of Complaint into this High and Honourable Court against                      Defendants thereby setting forth, That, &c. Or if the Plaintiff dye, and his Executor or Administrator revive, then say, Your Orator *A. B.* of *C.* Executor of *A. D.* of *C.* in the County of *&c.* That whereas the said *A. D.* on or about the day of                      in the Year of our Lord                      did exhibit his Bill of Complaint into this High and Honourable Court of Chancery against *P. L.* of, &c. in the County of *L.* Defendant, thereby setting forth--- [*Conclude if Defendant dead.*] Set out all the Bill till---And that your said Orator might be relieved in the Premises, your Orator prayed the Aid and Assistance of this High and Honourable Court, and for that purpose, Process of *Subpoena* might be awarded against the said Defendant to appear in this honourable Court, and answer the said Bill; which being granted, and the Defendants therewithal served, they appeared accordingly, and answered the said Bill; to which Answer your Orator replied, and the Defendant rejoined, and joyned in Commission, and a joynt Commission issued for Examination of Witnesses, by virtue whereof divers Witnesses were examined on both sides and their Depositions duly taken, returned and published according to the laudable Rules of this honourable Court as by the said, &c. may appear, and the Cause so standing in Court upon such Proceedings as aforesaid, the day of                      last, was by this Court appointed for the hearing thereof; on which day the same coming to be heard accordingly in the presence of Council learned

*Directions to draw Bills of Reviver.* 287

on both sides, the substance of the Bill appeared to be as above recited, whereto it was insisted by the Defendants Council, &c. set forth some of the Councils Allegations, &c. Whereupon, and upon debate of the matter, and hearing of what could be alledged on either side, your Lordship did think fit and order That set out the ordering part and set out all the Proceedings there were, and when they are all recited, say As by the said, &c.

And now so it is may it please your Lordship, That before any farther Proceedings had in the said Cause, the said dyed, whereby the Suit and Proceedings became abated, having in his life time made his last Will and Testament, and your Orator, Executor, who since proved the same, and hath taken upon him the Execution thereof, as thereby may appear. Now for as much as by the death of the said the same Suit and Proceedings have become abated, and to the end, the same Suit, Orders and Proceedings so abated as aforesaid, may stand and be revived against the said and be put into the same Plight, State and Condition as the same were in at the time of the Abatement thereof: May it please your Lordship, the Premisses considered, to grant unto your Orator his Majesty's most gracious Writ of *Subpæna*, issuing out of this honourable Court, under Seal of the same Court, to be directed to the said therein, and thereby requiring the said personally to be and appear before your Lordship in this honourable Court, then and there to shew Cause, if he can, why the said Suit, Orders and Proceedings so abated, as aforesaid, should not stand and be revived, and put into the same Plight and Condition as the same were in at the time of the abatement thereof, and answer all, and singular the Premises, and further to stand to and abide such further order and Decree therein as to your Lordship shall seem meet. And your Orator shall ever pray, &c.

# PROCESS and PROCEEDINGS IN CHANCERY.

## Retorns of Writs.

**D**ies datus Def. ad respondend.  
 Dies dat Def. ad fac' mei respons.  
 Dies dat Def. ad resungend.  
 Dies dat Quer' ad replicand.  
 Dies dat Def. ad producend testes.  
 Dies dat Def. ad ostend causam alit' publicaco conce-  
 ditur.  
 Dies dat Def. p publ' super Comd.

## Retorn' Terminorum.

### Michaelis.

<p>A die scd Michaelis prox' futur' in          tres septimanas ————</p> <p>A die scd Michis in tres septima-          nas prox' futur' ————</p> <p>A die scd Michis prox' futur' in          und mensem ————</p> <p>A die scd Michis in und mensem          prox' futur' ————</p> <p>In Cro omnium Aiaz pr' futur'—</p> <p>In Cro scd Martini prox' futur'—</p> <p>In Octab scd Mart prox' futur'—</p> <p>In Quind scd Mart prox' futur'—</p>	<p>Tres Michis</p> <p>Tres Michis</p> <p>M. Michis.</p> <p>M. Michis.</p> <p>Cro Aiaz.</p> <p>Cro Mart.</p> <p>Octab Mart</p> <p>Quind Mart</p>
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Hillam

Hillarii.

In Octab scd Hill' prox' futur' —	} ret	Oct Hillar.
In Quind scd Hill' prox. futur' —		Quind. Hill.
In Crō Purificaōis beate Marie Virginis prox' futur' —		Crō Pur.
In Octab Purificaōis beate Marie prox' futur' —		Octab. Pur.

Pascha.

In Quindeid Pasch prox' futur' —	} ret	Quind. Pas.
A die Pas pr' futur' in tres septim		Tres Pas.
A die Pas in tres septim pr' futur'		Tres Pas.
A die Pas in unid mense pr. futur'		M. Pasch.
A die Pas pr' futur' in unid mense		M. Pasch.
In Crō Ascens Domi prox' futur'		Crō Asc.

Trinitatis.

In Crō scd Trin prox' futur' —	} ret	Crō Trin.
In Octab scd Trin prox' futur' —		Oct Trin.
In Quindeid scd Trin prox' futur'		Quind Trin
A die scd Trin prox' futur' in tres septimanas		Tres Trin.
A die scd Trin in tres septimanas prox' futur' —		Tres Trin.

Attachment.

Rex &c. salutem tibi precipimus qđ attach V. M.  
 Ita qđ eum heas coram nobis in Canc nra (tali Ret)  
 ubi tunc fuer' ad respondend nobis tam de quodam  
 contemptu p pstat V. nob illat ut dicitur qm super hiis  
 que tibi tunc ibm obficientur & ad faciend & ulterius  
 recipiend quod dea Cur nra considerabit in hac pte &  
 hoc nullatenus omittas Et habeas ibi hoc bre.

## Proclamatio Rebellion'.

Rex &c. Willelmus Eborac salutem Precipimus tibi quod in omnibus locis infra Walliam tuam tam infra libertates quam extra ubi magis expediri videris ex parte nostra publice proclamari fac quod A. B. sub pena liganie sue coram nobis in Curia Cantuarie (tali Retorn) ubi cumque tunc fuerit personaliter compareat & nichilominus si prefatus A. interim invenire poteris ipsum attach Ita quod eum habeas coram nobis in Curia nostra predicta ad diem predictam ad respondendum nobis tam de quodam contemptu per prefatum A. Nobis illat ut dicitur quam super hiis que tibi tunc ibidem obficientur & ad faciendum ulterius & recipiendum quod dicta Curia nostra considerabit in hac parte & hoc nullatenus omittas & habeas ibi hoc breve Teste &c.

## Attach' Privileg'.

Rex &c. Willelmus Lincoln salutem tibi precipimus quod Attach C. F. Ita quod eum habeas coram nobis in Curia nostra (tali Retorn) ubicumque tunc fuerit ad respondendum C. R. unde Clericorum P. B. unius sex Clericorum Curie Cantuarie predicta de eo quod idem C. F. reddat prefatum C. R. decem libras quas ei debet & iniuste detinet ut dicitur & ad faciendum ulterius & recipiendum &c.

## Com' Rebellionis.

Rex &c. dilectis tibi &c. salutem Quia R. B. cui per publicas proclamationes per Willelmum Warford in diversis locis ejusdem Comitis virtute brevis nostri eidem Willelmo directe ex parte nostra facte preceptum fuit quod idem R. sub pena liganie sue coram nobis in Curia Cantuarie ad certum diem jam preterit personaliter compareret mandato tamen nostro in ea parte parere manifeste contempserit ideo vobis conjunctim & divisim mandamus quod prefatus

R. ubi

R. ubicunq; fuit inbent infra regnum nostrum Angl  
tanquam rebel & legis nostre contemptorem attach  
vel attach fac Itaq; qd eum habeas coram nobis in dicta  
Canc nostra (tali Retornd) ubicunq; tunc fuer ad re-  
spondend nobis tam de quodam contemptu quam super  
hijs que sibi tunc & ibidem obficientur & ad faciend ul-  
terius & recipiend quod dicta Curia nostra considerabit  
in hac parte & hoc nullatenus omittas Damus etiam  
universis & singulis Majoribus Vicecomitibus Balli-  
vis Constabulariis & al Officiar & Ministris Ligeis &  
Subditis nostris quibuscunq; tam infra libertates qm  
extra tenore plentiū firmit in mandatis qd vobis &  
cuiibet vestrum in executione pmissorum attendend  
sint & assistend in omnibus prout decet In cūsus rei  
testimonium has literas nostras fieri fecimus patentes  
Teste R. &c.

Bond on a Commission of Rebellion.

Proberint universi per presentes nos A. B. de W.  
in Comitatu Surr Armig & A. B. de &c. teneri & fir-  
miter obligari Harbottle Grimston Bar Magistro  
Rotulorum in centum libris legalis monete Angl  
solvend eidem Harbottle aut suo lco Attoznato Ex-  
ecutor vel Administratoribus suis ad quam quidem  
solutionem bene & fideliter faciendam obligamus nos  
Heredes Executors & Administrator nostros & quem-  
libet nostrum per se pro toto & in solido firmiter per  
presentes sigill nostris sigillat dat &c. die April An-  
no Regni Caroli secundi &c. decimo nono Annor  
Dom 1667.

The Condition of this present Obligation is such,  
That if the above bounden A. G. Esq. shall and do  
Personally appear before our Lord the King in His  
Majesty's High Court of Chancery, in fifteen days now  
after Easter next coming, upon a Commission of Re-  
bellion issued out of the said Court against him, at the

292 Process and Proceedings in Chancery.

Suit of *A. R.* and shall answer as well for his said Contempt as all such things as shall be then and there objected against him, and do and perform what the said Court shall award in that behalf; then this present Obligation to be void, otherwise to stand and be in full force, &c.

Docket Com. Rebellionis.

Wic &c. Comd Rebel direct &c. conjunctim & divisim attach *A. B.* ad sectam *C. D.* &c. Teste Rego &c.

Dedimus Potestatem sive Commissio ad recipiendum Respons'.

Rex &c. dilectis &c. Cum *H. P.* Quer' quandam petitionem coram nobis in Cancell nostra versus *G. B.* Defend nuper exhibuer' Adqz eidem Def. per breve nostrum nuper precepimus qd esset coram nobis in dicta Canc nostra ad certum diem jam pterit petitioni pdict responsur Sciatis qd nos de fidelitatibus & p'vidis circumspectionibus vestris plurim confidentes dedimus vobis tribus vel duobus vestrum plenam potestatem & auctoritatem ipsum Defend. de & super materia petitionis pdict super Sacramentum suum tact per ipsum prius coram vobis tribus vel duobus vestrum super sacrosanctis Dei Evangel corporalis prestand diligent examinetis responsionemqz suam eidem petitioni fiend recipiatis & in scriptis in pergamento redigatis & cum ill sic ceperitis eam nobis in Cancellar nostram (tali Recto) ubicunqz tunc fuer sub sigillis vestris trium vel duorum vestrum distincte & aperte mittatis unacum tenore pdict Et hoc breve Teste &c.

Com' ad examinand' Testes super Interrogator'.

Item ꝛc. salutem Sciatis qđ nos de fidelitatibus & p-  
 idis circumspectionibus vris plurimū confidentes as-  
 signamus ac tenore p'sentiū damus vobis tribus vel  
 quob' vrum plenā potestāt & auctoritatē testes quos-  
 unq' de & super quibusdam Interrog' tam ex parte R. S.  
 Quer' quam ex parte A. M. Def. seu earundem parti-  
 m alterius vob' tribus vel duobus vestrum ministrand'  
 re deliberand' diligēt examinand' & ideo vobis tribus  
 vel duobus vestrum mandamus qđ ad certos dies & lo-  
 os quos ad hoc p'videritis p'sat' testes coram vobis tri-  
 bus vel duobus vestrum venire fac' & evocetis ac ipsos  
 testes & eorum quemlibet p se separat' de & sup' Interrog'  
 dict' super sacramenta sua tact' per ipsos p'ius coram  
 vobis tribus vel duobus vestrum super sacrosctis Dei  
 Evangel' corporalit' p'stand' diligenter examinetis ex-  
 minationes suas super eisdem recipiat' & in scriptis  
 a pergamenō redigatis Et cum illi sic cepitis eas no-  
 is in Cancell' nostram (tali Retorid) ubicunq' tunc  
 fuerit sub sigillis vestris trium vel duorum vestrum  
 istinde & aperte mittatis unacum Interrog' predict' &  
 hoc b'reve Teste ꝛc.

If to examine a Defendant touching a Contempt by  
 him committed, then thus.

Presentibus interclus. A. M. Def. tanged' quena-  
 am contemptum p'dict' A. in materia Respon's sue  
 petrat' ut dicitur diligenter examinand' ꝛc.

Com.

Com̃ ex. Testes in partes transmarin. & administr. sacm̃  
inter partes.

Res, &c. Dilectis sibi, &c. Sciatis qđ Nos de his  
delictibus & proiudiciis circumspectionibus de  
stris plurimum confidentes iuxta directionem duorum  
separatim ordinū coram nobis in Curia Canc̃ nostr̃  
in Angliā inter A. B. Querentem & C. D. Defen-  
dentem nuper factū quorum unus geret datum  
alter

Assignavimus vos ac tenore presentē Damus vobis  
tribus vel duobus vestrum plenam potestatem & au-  
thoritatem Testes quoscunque de & super quibusdam  
Interrogatoriis tam ex parte prefat̃ Querentis  
quam ex parte predicti Defendentis seu earum parti-  
um alterius vobis tribus vel duobus vestrum mini-  
strandū seu deliberandū diligenter examinandū Acetiam  
pro meliore examinatione Testium predictorum da-  
mus tribus vel duobus vestrum ulteriorem potestatem  
& auctoritatē Sacramentum administrandū alicui In-  
terpretatori sive aliquibus Interpretatoribus fidel̃ &  
linguis perit per sacra Dei Evangelia corporaliter  
prestandū Interrogatoria predicta & Testium Depositi-  
ones bene & fideliter interpretat̃ si necesse fuerit Et  
ideo vobis tribus vel duobus vestrum Mandamus qđ  
ad domum tam prefat̃ A. in Civitate de A. in Hollandiā  
in partibus transmarinis ad certos dies quos ad hoc  
providideritis vicesimo quinto die Mensis Augusti stilo  
veteri prox. futurū conveniatis & assemblatis de die in  
diem in executione premissozum sedeat̃ & Testes  
predictos coram vobis tribus vel duobus vestrum ve-  
nice facietis & evocetis ac ipsos Testes ac eorum quemo-  
libet per se separatim de & super Interrogatoriis  
predictis super Sacramenta sua tact̃ per ipsos prius  
coram vobis tribus vel duobus vestrum Sacrosanctis  
Dei Evangelis corporaliter prestandū diligenter exa-  
minetis ac omni executioni premissozum diligenter  
intende-

intendatis examinationesq; suas super eisdem recipias  
 & in scriptis in Pergameno redigatis Et cum il-  
 lis sic ceperitis eas nobis in Canc<sup>r</sup> nostram predictam  
 in Anglia sine dilacione ubicunq; tunc fuerit sub Si-  
 gillis vestris, &c. Teste meipso, &c.

Com<sup>r</sup> r<sup>r</sup> Domini super honorem.

Cum A. B. quer<sup>r</sup> quandam petitionem coram nobis  
 in Cur<sup>a</sup> Canc<sup>r</sup> nostra versus P<sup>r</sup>enobilem C. Domi-  
 num R. Defendentem nuper exhibuerunt, &c. Ac ip-  
 sum Defendentem de & super materia petitionis pre-  
 dict<sup>e</sup> attestantem super Honorem suum diligenter ex-  
 aminetis, &c.

Com<sup>r</sup> r<sup>r</sup> Corporis Corporat<sup>r</sup>.

Item &c. Sicut Cum T. B. quer<sup>r</sup> per quandam pe-  
 tionem coram nobis in Curia Canc<sup>r</sup> nostre versus  
 Ballivos Aldermannos Burgenses & Communitatem  
 magne J. in Com. R. & J. A. Defendentes nuper  
 exhibuerunt Adq; eisdem &c. Ac ipsos de fide & su-  
 per materia petitionis predict<sup>e</sup> diligenter examinetis  
 Et quia prefat<sup>i</sup> Ballivi &c. predict<sup>i</sup> sunt un<sup>o</sup> Corpus  
 Corporat<sup>i</sup> & unanimo consensu respondere debent vo-  
 bis tribus vel duobus vestrum Mandamus qd Re-  
 sponiones predictorum Ballivi Aldermannorum &c.  
 sub eorum Comuni Sigillo & Responstonem predict<sup>e</sup>  
 J. &c. ad querimon<sup>i</sup> predict<sup>e</sup> fiend<sup>i</sup> tact<sup>i</sup> per ipsos prius  
 coram vobis &c. capiatis fidesq; suas &c.

Com<sup>r</sup>

Com' ad ex' Defend' super Interr' post audit'.

Item sc. scilicet Sciatis qd Nos sc. confidentes iura directionem cuiusdam Ordinis coram nobis in Canc nostra inter A. B. Querentem & C. D. Defendentem nuper facti gerendi dat sc. ult' preterit Assignavimus vos ac tenore presentium damus vobis tribus vel duobus vestrum potestatem & auctoritatem ipsum Defendentem C. D. de & super quibusdam Interr' presentibus interclusis diligenter examinandi Et ideo vobis tribus vel duobus vestrum Mandamus qd ad certos diem & locum quos ad hoc provideritis prefat' defend' coram vobis tribus vel duobus vestrum veniatis fac' & evocetis ac ipsum defendentem de & super Interr' predictis super Sacramentum suum tact' per ipsum coram vobis tribus vel duobus vestrum Sacrosanctis Dei Evangelis corporaliter prestando diligenter examinetis Examinationesq' suas super eisdem recipiatis & in scriptis in Pergameno redigatis Et cum illi sic feceritis eas nobis in Canc' nostram predictam a die, &c. faciend' & procedend' in omnibus & singulis premissis secundum directionem veramq' intentionem Ordinis predicti cuius tenorem vobis Mittimus per latorem presentium.

Com' ad corrigend' Errores in Deposition' capt'.

Item Cum varie lites & Controversie nuper motae & in Canc' nostra adhuc pendend' inaudit' & indeterminate sunt inter J. C. Querentem & G. D. Defendentem Cumq' Nos pro examinatione Testium inter partes predictas vobis tribus vel duobus vestrum Commissionem nostram nuper direximus ad cuius executionem Examinatio F. B. super Interr' ei ex parte Querentis exhibit non ingrossat' fuit sicut examinac' dicti B. sed apposit' & ingrossat' fuit Depositioni cuiusdam Christophori F. unius aliorum Testium tunc

parte dicti Querentis examinata. Ac quod quedam depositiones dicti C. F. bis ingrossantur &c. certificantur per Errorem & negligentiam Clericorum ad ingrossandum Depositiones predictas apud executionem Commissionis predictae appunctuat sicut per Certificacionem dictorum C. B. & G. S. duorum Commissionariorum nobis plenius liquet & apparet Sciatis igitur quod Nos de fidelitatibus ac providis circumspectionibus vestris plurimum confidentes assignabimus vos ac tenore presentium damus vobis tribus vel duobus vestrum potestatem & auctoritatem Depositiones per tres vestrum in Curia nostra ante hanc Retoriam & jam presentibus interclusis & vobis retoruat diligenter Comparandi & perficiendi ac omnes Errores in eadem Commissionem corrigendi & emendandi juxta vetera Originalia vobis seu aliquo vestrum jam remanentium Et ideo vobis tribus vel duobus vestrum Mandamus quod ad certos dies & loca quos ad hoc provideritis Executioni hujus Commissionis diligenter intendetis ac depositiones sic vobis missas circumspecte & provide & sollicite comparetis corrigetis & perficiatis cum originalibus predictis Et cum sic feceritis tunc Nobis in Curia Cantuarie sine dilatione ubicunque tunc fuerit de toto facto & de Depositionibus predictis sic per vos comparatis correctis & perfectis sub sigillis vestris trium vel duorum vestrum distinde & aperte mittatis & hoc obebe &c.

Com' spial' ad Magistr' tangen' computum.

Nex &c. J. C. Pit in Curia nostra Magistrorum uni Sciatis quod Nos de fidelitate & provida circumspectione tua plurimum confidemus juxta directionem consuevit Ordinis coram nobis in dicta Curia nostra inter A. B. Querentem & C. D. defendentem gerendam dat' primo die Julii ultimo preterit assignavimus ac tenore presentium damus tibi plenam potestatem & auctoritatem Testes quoscunque per partes predictas seu eorum alterum coram

coram te producendū de & super huiusmodi questionibus articulis sive demandis que pro meliore investigatione veritatis tangendū quasdam materias in dicto Ordine mentionat & expres̃s & ad examinationem tuam per predictum ordinem relatū ut tibi viſū fuerint conducibilis & idoneis diligenter examinandū Et ideo tibi Mandamus qđ ad certos dies & loca quos ad hoc provideris Partes Testesq; suos predictos coram te venire facias & evoces ac ipsos Testes & eorum quemlibet p se separatim de & super questionibus articulis sive demandis predictis concernendū materias predictas super Sacramenta sua tact per ipsos coram te sacro-sanctis Dei Evangeliiis corporaliter prestandū diligenter examines examinationesq; suas super eisdem recipias ac in omnibus & singulis premissis facias & procedas iuxta directionem & veram intentionem Ordinis predicti Testi meipso &c.

Com' ex' Testes super Sacram' Interpretator'.

Item &c. Dilectis &c. Sciatis &c. quibusdam Inter tam ex parte B. B. Querentis quam ex parte C. D. Defendentis seu earundem partium alterius &c. diligenter examinandū ac in complementū cuiusdam ordinis in Canc' nostra inter partes predictas facti & redditū gerendū dat (talibus die & anno) Mandamus vobis tribus vel duobus vestrum ulteriorem potestatem & auctoritatem Sacramentum administrandū alicui Interpretatori & aliquibus Interpretatoribus fidelis & linguis peritis & Sancti Dei Evangelii corporaliter prestandū Inter predictos & Testium Depositiones bene & fideliter interpretari Et Ideo vobis tribus vel duobus vestrum Mandamus qđ ad certos dies & loca quos ad hoc provideritis Testes predictos coram vobis tribus vel duobus vestrum venire fac & evocetis Ac ipsos Testes &c. diligenter examineis ac Sacramentum Interpretatori seu Interpretatoribus predictis sup Mandata Dei Evangelia ut oñitur administrareis Examinationesq; suas super eisdem recipiatis &c.

Com'

Com' ad ex' Sequestratores.

Ker &c. A. B. C. D. & E. F. Gen' saltem Cum  
 per quendam Ordinem in Curia Canc' nostre nuper  
 act' & reddit' inter J. M. Querentem & R. J. Defens-  
 entem gerend' dat' decimo die Novemb'is ult' pretit'  
 Ordinac' existit (inter alia) qd' Thomas W. M'it in  
 Canc' nostra predicta Magistrozum unus reddideret res-  
 tionem suam gerend' dat' decimo quinto die Julii ult'  
 peterit & ad certitudinem reduceret computum tan-  
 gen' proficua terrarum sequestrat' super sacramenta  
 sequestratozum in ordine predict' mentionat' Sciatis  
 qd' Nos de fidelitatibus & providis circumspeditionibus  
 vestris plurimum confidentes Assignavimus vos ac  
 enoze presentium tam in complemen' ordin' predict'  
 quam directionis dicti Magistri Cur' n're p'dict' super-  
 inde decimo die Decemb'is instans per Relationem  
 quam dat' damus vobis tribus vel duobus vestrum po-  
 testatem & auctoritatem Sequestratores predictos tres  
 vel duos eorum tangend' materiam predictam diligen-  
 ter examinand' Et Ideo vobis tribus vel duobus ve-  
 strum Mandamus qd' ad certos dies & locos quos ad  
 hoc provideritis Sequestratores predictos tres vel duos  
 eorum coram vobis tribus vel duobus vestrum venire  
 ac & evocetis ac ipsos super Sacramenta sua tact' p'  
 ipsos prius coram vobis tribus vel duobus vestrum  
 sacrosanctis Dei Evangeliiis corporaliter prestand'  
 tangend' materias predictas diligenter examinetis  
 Computaq' sua sic per vos tres vel duos vestrum capt'  
 in scriptis in pergamento redigatis Et cum sic cepe-  
 ritis id nobis in Canc' nostram predictam sine dilati-  
 one ubicunq' tunc fuerit reddatis certiores Et hoc  
 prebe facien' in premissis furta tenorem & veram in-  
 tentionem ordinis & relation' predictozum cuius teno-  
 rem vobis mittimus per latorum presentium Teste  
 &c.

Com'

Com' Vic' pro possessione super Decret'.

Rex Wic' &c. scilicet Cum quedam materia litis  
& controversie pendebat coram nobis in Canc' nostra  
inter C. S. querentem & D. J. Defendentem de pro  
& concernend' titulum cuiusdam Mesuagii sive firme ac  
diversorum terrarum Tenementorum & hereditament  
Mesuagio predict' pertinen' scituat' facien' & existend' in  
H. in Com' nostro H. predict' annualis valoris Cen  
tum librarum nuper in tenura sive occupatione cuius  
dam T. D. super audit' cuius quidem materie coram  
nobis in dicta Canc' nostra illat' possessio premissorum  
prefat' J. H. per eandem Curiam nostram adjudicat'  
& direct' fuit Cumque etiam nobis per Cur' Canc' no  
stre predict' ex parte predicti C. nuper ostens' & demon  
strat' erat qd' ipsa prefat' D. possessionem premissor  
um prefat' C. tradere & relinquere omnino recusabit  
eandemq; eidem C. assignare seu conveyare juxta ve  
ram intencionem Decret' sive Judicii predict' similiter  
denegabit Quod volumus secuti nec debemus aliqua  
liter tollerari Sciatis igitur qd' dedimus tibi tenore  
presentium plenam potestatem & auctoritatem ad  
Mesuag' predict' accedendi & ingrediendi & plenam &  
pacificam possessionem inde & cuiuslibet partis inde ac  
cipiend' & recipiend' ac talem possessionem sic p te  
capt' prefat' C. tradend' & deliband' Et Ideo tibi Man  
damus qd' immediate post receptionem hujus nostre  
Commissionis ad Mesuag' & terras predict' cum perti  
nentiis accedas ac possessionem inde & cuiuslibet partis  
& parcell' inde capias in manus tuas & recipies Et  
cum ill' sic ceperis tunc ipso prefat' Cdo quietam &  
pacificam possessionem premissorum & cuiuslibet inde  
partis & parcell' Trades & deliber' seu deliberari fac  
cias juxta veram intencionem Decret' p'dicti ac ipsum  
pfat' C. in possessione p'miss' sic p te posit' de tempore  
in tempus quousq; necesse & opportund' fuerit contra  
omnes & omnimod' perturbaciones & interruptiones  
quascunq; conservari p'servari & incolumem reddi fac'  
Et hoc &c.

Com-

Commis. ad rec. Placita & Morationes.

Rex &c. Dilectis &c. Cum P. R. Quer' quandam petitionem coram Nobis in Cancellar' nra Hlus A. B. nuper exhibuit Adque eidem Def. per breve nostrum nuper precepimus qd esset coram nobis in dicta Cancellar' nostra ad certum diem jam pterit responsur' Sciatis qd nos de fidelitatibus & providis circumspeditionibus vestris plurimum confidentes dedimus vobis tribus vel duobus vestrum plenam potestatem & auctoritatem juxta directionem Curie nostre p'dict' specialem responsionem dicti def. eidem petitioni fiend' cujus quidam tenorem vobis mittimus p'sentib' interclus' sup sacramentum suum tact' &c. sacrosancta Dei Evangel' corporaliter p'stand' vel placitum suum super sacramento suo vel absq' sacramento suo p'stand' sive morationem p'dict' def. queremon' p'dict' fiend' de he & respective recipiend' Et ideo vobis tribus vel duobus vestrum mandamus qd ad certum diem & locum quos ad hoc p'videritis ad p'sat' def. si commode ad vos laborari non possit accedatis ac responsionem sive p'ticum aut morationem suam p'dict' de he & respective ut p'edicitur recipiatis Et in scriptis in pergamento redigatis Et cum illas sive illa sic recipitis eas sive ea nobis in dictam Cancell' nram &c. Teste &c.

Commis. ad eligend. Guardiane pro Infant'.

Rex &c. Dilectis sibi &c. salutem Cum A. B. Quer' quand' petitionem coram nobis in Curia Can' nre Hlus C. D. def. nuper exhibuerunt Cumq' p'sat' C. D. infans est & respondere non possit sine Guardiano in ea parte sibi assignand' Adq' eidem def. per breve nostrum nuper precepimus qd esset coram nobis in dicta Curia Cancell' nostre ad certum diem jam pterit p'f' p'dict' responsur' Sciatis qd nos de fidelitatibus & providis circumspeditionibus vestris plurimum confidentes ac secundum directionem Curie nre in hac parte specialem assignabimus vos ac tenore p'sentium damus vobis tribus vel duobus vestrum plenam potestatem & auctoritatem Guardian' pro p'dict' def. eligend' & constituend'

ac ipsum def. per Guardian suum de & super materia petitionis p̄dicti cuius tenorem vobis mittimus p̄sentibus inclusis diligenter examinand Et ideo vobis tribus vel duobus vestrum mandamus qđ ad certos dies & loca quos ad hoc p̄videritis ad p̄fat def. si commode ad vos laborari non possit accedatis ac ipsum def. per Guardian suum de & super materia petitiō p̄dicti super sacramentum Guardian tacti per ipsum prius coram vobis tribus vel duobus vestrum sacrosanctis Dei Evangel' corporaliter p̄stand diligenter examinetis responsionemq; suam eidem petitioni fiend recipiatis & in scriptis in pergamento redigatis Et cum ill' sic ceperitis &c.

A Commission to chuse a Guardian, and to take his Answer and other Defendants Answers.

Rex &c. Dilectis sibi &c. salutem Cum C. D. Quer C. F. infans &c. filius G. H. Def. nuper exhibuer &c. Sciatis qđ dedimus vobis tribus vel duobus vestrum ac secundū directionē speciale Curie nre p̄dict assignavimus vos ac tenore p̄sentium damus vobis tribus vel duobus vestrum potestatem & auctoritatem Guardian p̄dicti C. F. infant assignand & constituend per quem idem infans petitioni p̄dicti respondere poterit Et superinde damus vobis tribus vel duobus vestrum ulteriozem potestatem & auctoritatem ipsos G. H. & al' & ipsum infant per Guardian suū p̄dicti de & super materia petitionis p̄dicti cuius tenorem vobis mittimus p̄sentibus inclusis ad diligenter examinand Et ideo vobis tribus vel duobus vrum mandamus qđ ad certos dies & loca quos ad hoc p̄videritis ad p̄fat def. si commode ad vos laborari non possit accedatis ac pro p̄dicti C. F. Infant Guardian eligatis & constituatis Necnon p̄dict Infant per Guardian suum p̄dicti & p̄dict G. H. def. de & super materiam petitionis p̄dicti. super sacramentū p̄ Guardian ac etiam p̄dicti G. H. per sacramentum suum tacti per ipsos prius respective coram vobis tribus vel duobus vestrum sacrosanctis Dei  
Evan

Evangelis corporalit pstand diligenter examinatis  
 Responſionesq; ſuas reſpective ſupinde recipiatis & in  
 ſcriptis in pergamento redigatis &c. *L. R.*

*A Habeas Corpus granted de die in diem.*

Rex &c. Guardian Priſone noſtre de le Fleet ſibe  
 ejus deputat ſibi ſalutem Tibi precipimus qđ corpus  
 A. B. quocunq; nomine ſibe additione nominis idem  
 A. cenſeatur capt & in priſona noſtra ſub cuſtodia  
 tua detent ut dicitur habeas coram nobis in Cancellar  
 noſtra immediate poſt receptionem huſus brevis  
 & ſic abinde ulq; &c. pror' futur' ubicunq; tunc fuer'  
 ad ſac' ulterius & recipiend' quod dicta Curia noſtra de  
 eo conſideraver' in hac pte Et hoc nullatenus omittas  
 Et habeas ibi hoc breve *L. R. &c.*

Labelle Guardian de la Fleete Ha.  
 Corpus lune pr. &c.

If to rhe Kings Bench.

Maſcallo Maſcalcie Cur' nre corā nobis tenend'  
 vel ejus deput' ſibi ſalutem.

If to the Gatehouſe.

Rex &c. Ballio librat Decani & Capituli Eccleſie  
 Colleg' Scti Petri Weſtm in Com' Midd' ſalutē &c.

*A Writ of Aſſiſtance.*

Rex &c. Vic Lanc' p tempore exiſtend' & futur' ſas  
 lutem Cum per quendam ordinem coram nobis in  
 Cur' Cancellar' noſtre inter Dñam Franciſca Mort-  
 ley Vic querend' & Georg' Faunt Armiger' def. gerend'  
 dat &c. ordinat' fuit qđ breve noſtrum de aſſiſtend'  
 tibi e dicta Cur' noſtra ad ponend' & conſervand' pſat'  
*L. R.* Armig' R. D. Gen' & al' Commiſſionar' noſtros  
 p ſequeſtrationem ſtat real' & perſonal' pſat' defend' in  
 main & poſſeſſion' ejus exiſtend' emanaret Tibi igitur  
 precipimus qđ immediate poſt receptionem huſus brevis

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ad omnia & singula terras tenementa & hereditament  
ac stat real & personal pſat defend pertinent in Com  
tuo exiſtend accedas & intres ac plenam pacificam &  
quiete poſſeſſionem inde pſat Comiſſionar aut aliquibus  
duobus vel pluribus eorū delibes ac in tali poſſeſſione  
de tempore in tempus conſerves & defendas & hoc nul  
latenus omittas L. R. &c.

#### Al' Breve de Aſſiſten'.

Reſ &c. Ric' Lanc p tēpore exiſtend & futur' ſalut'  
Cum conſtiterit nobis in Cur' Cancell' noſtre in qua  
dam materia litis & controverſie eorū nobis ibidem de  
pendend int' &c. detent' eſt ab eodem quer' minus juſte  
ut dicitur poſſeſſio quorundam tenement' &c. in ma  
nibus &c. & contra tenorem & exigentiam tam cuſuſod  
bzebis de Injunctione quam cuſuſdam Comiſſionis  
noſtre de Sequeſtraſ ſub magno ſigillo noſtro Angl  
confect' e dicta Canc' in ea parte nuper emanat ac in  
contempt' noſtri eſuſdemq' Curie noſtre manifeſtum ſi  
cut accepimus Sciatis igit' qđ nos pdict' quer' quod  
juſtum eſt in hac pte fieri volentes dedimus tibi plenā  
potestatem & auctoritatem pſat quer' & aſſign' ſuos in  
plenam pacificam & quietam poſſeſſionem tenement'  
pdict' cum omnibus & ſingulis ſuis pſind uniōis ſine  
dilatione ponendi locandi ac de tempore in tempus  
conſervandi juxta veram intentionem bzebis noſtri de  
injunctione & comiſſionis noſtre de ſequeſtratione  
pdict' Et ideo tibi mandamus qđ immediate poſt re  
ceptionem hujus pſent' Comiſſionis noſtre de ſeque  
ſtratione pdict' qđ ad pdict' Tenement' cum pertin  
accedes & intres & ingreſſiaris Et quacunq' perſonā  
vel perſonas poſſeſſionem ibm contra tenorem pſent'  
detinentes amoveas & eſcias ac pdict' quer' vel aſſign'  
ſuos in plenam pacificam & quiete poſſeſſionem eſuſdem  
tenement' & cuſuſlibet inde pris vel pcell' ſine dilatione  
ponas locas & conſtituas iplumq' in eadem poſſeſſione  
de tempore in tempus contra omnia imperus violentias  
&

& interruptiones quascunq; quotiescunq; necesse fuerit conserues & defendas seu conseruari & defendi facias iuxta tenorem veram intentionem & purpore Injunctionis & Commissionis supramentionat & hoc nullatenus omittas *L. R. &c.*

Injunctio pro non comparend'.

Rex &c. *A. B.* ac Conciliar Attornat Solicitat & Agentibus suis quibuscunq; & eor' cuiuslibet salutem Dicens est nobis in Curia Cancellar' nostre ex parte *C. D.* quer' qd cum ipse quer' p quaudam suam querimoniam coram nobis in Curia nostra pdict' & us te pstat *A.* nuper exhibuit relictum sibi petiuerit adheri de & concernend' materiis in eadem querimonia content'. Ac tu pstat def. h'zvi nostro de subpa de be inseruit existend' nondum tamen comperuisti sed in contemptu nostri digress' Curie nostre manifesto sistis unde & us te emanat est h're nostrum de Attach Interim tamen secunda ad comunem legem pro materiis pdictis psequeris minus iuste ut accepim'. Nos ad hoc consideratione &c. tibi igitur pstat *A. B.* ac vobis pstat Conciliar Attornat Solicitat & Agentibus suis & eor' cuiuslibet sub pena ducentar' librar' de terris bonis & catall' vestris ad opus nostrum levand' firmiter injungend' precipimus qd ab omni ulteriori prosecutione quacunq; ad communem legem de p vel concern' aliquibus materiis in querimonia pdict' content' & specificat desistas & desistatis & quilibet vrum desistat donec & quousq; tu pstat def. querimonia pdict' direct' & pfecte responderis & pro sumptu tuo satisfeceris dictaq; Curia nostra aliter ordinabit in hac parte Et hoc subpena pdict' &c.

Here put in the words as you find them in a Common Injunction.

Sed si exitus ad comunem legem p materiis pdict' junct' sit velungi poter' tunc ad triaonem ad communem legem procedere valeatis aliquo in p'sentibus in contrarium non obstant' iudicium tamen vel executio iudicii supiude retardantur.

Injunction for not answering *super Attach*.

Reverend. A. B. necnon Consiliarius Attornatus Sollicitatus  
 & Agentibus suis quibuscunque & eorum cuilibet salutem. Ostensum est nobis in Curia Cancellarie nostre ex parte  
 C. D. quod cum idem querens per quandam suam  
 queremoniam coram nobis in Curia nostra predicta versus te  
 prefatus A. def. nuper exhibuit relictum sibi petierit adhiberi  
 per materiam in eadem contentam. Ac licet breve nunc de  
 subpena ad comparendum & queremoniam predictam respondendum  
 super te executum fuit nondum tamen respondisti sed in  
 contemptum nostri dictarum Curie nostre manifesto assis  
 unde illud te emanatum est breve nostrum de attach in  
 terim tamen sectam ad communem legem illud predictum  
 querens per materiam predictam persequeris minus iuste ut accepimus  
 Nos ad hec considerationem habentes tibi igitur  
 prefatus A. B. ac vobis prefatus Consiliarius Attornatus Sollicitatus  
 & Agentibus suis quibuscunque & cuilibet vestrum sub  
 pena quingentarum librarum de terris bonis & catallis vestris  
 & cuilibet vestrum ad opus nostrum levandum firmiter  
 injungendum precipimus quod ab omni ulterioři prosecutione  
 quacunque ad communem legem de per vel concernenda aliis  
 quibus materiam in queremoniam predictam querelas & expressas  
 desistas & desistatis & quilibet vestrum desistat donec &  
 quousque tu prefatus def. queremoniam predictam directe & perfecte  
 responderis & per contemptum tuo predictum satisfeceris dictarum  
 Curie nostre aliter ordinaverit in hac parte specialiter.  
 Et hoc subpena predicta nullatenus omittatis nec omittat  
 vestrum aliquis quovismodo. T. R. &c.

## Injunctio super Dedimus Potestatem.

Reverend. B. B. necnon Consiliarius Attornatus & Sollicitatus  
 suis quibuscunque & eorum cuilibet salutem. Ostensum est nobis in Curia Cancellarie nostre ex parte C. D. quod  
 cum idem querens per quandam ejus queremoniam coram  
 nobis in dicta Curia nostra illud te prefatus def. nuper ex  
 hibuit relictum sibi petierit adhiberi de pro vel super  
 materia

materiis in queremond p̄dict content. Adq̄ tu p̄fat  
 def. per Attoznatum tuum compuisti & p̄f responsio  
 tua queremond p̄dict fiend in Rure ad recipiend nuper  
 obtinuisti in dilon eusde p̄ocels quer manifestam ac  
 interim sectam ad comunem legem p̄o mat̄is hic in  
 questione p̄olequeris minus iuste ut dicitur. Nos ad  
 hec considerationē habentes Tibi igitur p̄fat A. B. ac  
 vobis p̄fat Consiliar Attornat & Solicitator suis p̄dict  
 & vestrum cuilibet sub pena quingentay libray de ter-  
 ris bonis & catallis vestris & cuiuslibet vestrum ad opus  
 nostrum lebans firmiter injungend p̄cipimus qd ab  
 omni ulteriozi p̄secutione quacunq̄ ad comunem legē  
 de p̄o vel super materiis in queremond p̄dict querelat  
 desistas desistatis & quilibet vestrum desistat donec & quo-  
 usq̄ tu p̄fat def. queremond p̄dict directe & perfecte re-  
 sponderis dictaq̄ Cur n̄ra aliter ordinabit in hac p̄e  
 specialiter Et hoc &c.

Injunctio ubi contradict' est moratio.

Rex &c. A. B. ac Consiliar Attornat & Solicitat &  
 Agentibus suis quibuscunq̄ & eorum cuilibet salutem  
 Oñens est nobis in Cur Cancellar nostre ex parte  
 C. D. quer qd cum ipse quer p̄ quandā suā queremond  
 coram nobis in dicta Cur nostra versus te p̄fat A.  
 def. nuper exhibiit relictum sibi petier adhiberi p̄ ma-  
 teriis de & super obligationem quandam de penalitat  
 sexaginta libray satisfact & exonerat p̄ agreamen ex-  
 istend & ad obtinend obligationem p̄dict deliberari can-  
 celland ad quā quidē querend tu p̄fat def. morationē  
 adhibuisti insufficiend existend que contradict' est p̄ dictā  
 Cur nostram ac tu p̄fat def. ordinat es eidē queremond  
 respondere sed nondum respondiisti. Nos ad hec consi-  
 derationem habentes Tibi igitur p̄fat A. B. ac vo-  
 bis Conciliar Attoznat & Solicitator suis & vestrum  
 cuilibet sub pena ducentay libray de terris bonis & ca-  
 tallis vestris & cuiuslibet vestrum ad opus nostrum  
 lebans firmiter injungend p̄cipimus qd ab omni ulte-

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riori prosecutione quacunque ad communem legem de vel super obligationem predictam in questione desistas desistatis & quilibet vestrum desistat donec & quousque tu prefatus def. queremoniam predictam responderis dictaque Curia nostra aliter ordinaverit in hac parte specialiter Et hoc &c. T. R. &c.

#### Injunctio ubi est insufficientis Responsio.

Rex &c. A. B. ac Consiliarius Attornatus Sollicitas & Agentibus suis quibuscunque & eorum cuilibet salutem. Ostensum est nobis in Curia Cancellarie nostre ex parte C. D. queri quod cum idem querens per quandam ejus queremoniam coram nobis in dicta Curia nostra coram te prefatus A. def. nuper exhibuit relictum sibi petierit adhiberi de vel pro materiis in eadem contentis. Ad quod tu prefatus def. in dilationem processum ipsius querens responsionem invalidam & minus sufficientem queremoniam predictam adhibuisti velut ex relatione Johannis Coel Mil' et Magistroz Curie predicte nobis in ea parte confecti apparet. Et nihilominus lectum ad communem legem de vel pro materiis predictis prosequeris minus iuste ut dicitur. Nos ad hec considerationem habentes (&c. ut supra) T. R. &c.

#### Injunctio ubi nulla causa ostenditur.

Rex &c. A. B. ac Consiliarius Attornatus Sollicitator &c. suis quibuscunque & eorum cuilibet salutem. Ostensum est nobis quod cum per causas & rationibus nobis in Cancellaria nostra tricesimo die Septembris instanti ex parte C. D. querens versus te prefatus A. def. ordinatum erat quod breve nostrum de injunctioe et dicta Curia nostra versus te prefatus def. pro moratione processus tam ad communem legem versus prefatus querens super quandam obligationem pro solutione centum triginta quatuor librarum per dictum querens Robertum R. testatori tuo intraret usque ad auditum cause emanaret nisi tu prefatus def. super noticiam ejusdem ordinis Clerico tuo in Curia dando die Veneris tunc proximo futurum & nunc preterit bonam causam in contrarium inde ostenderis

ostenderis Nos in complement ordinis predicti & pro  
dictis causis & rationibus nobis eodem tertio die Roberti  
ostens ac pro eo quod tu prefatus def. nullam causam  
in contrarium ordinis predicti ostendisti sicut per certifi-  
cationem Registrarii dictae Curie nostre plene apparet  
licet debuit ejusdem ordinis noticiam dicto Clerico tuo  
dare fuit veluti per sacramentum satis fide dignum ap-  
paret Tibi igitur prefatus A. B. ac vobis prefatus Consu-  
liar Attornatus Solicitator & Agentibus suis quibus-  
cunque & eorum cuilibet sub pena quingentarum libra-  
rum de terris bonis & catallis vestris & cujuslibet  
vestrum ad opus nostrum levandi firmiter injungens  
precipimus quod ab omni ulteriori prosecutione qua-  
cunque ad communem legem versus dictum quer de vel  
super obligationem predictam cesses desistas cesseris & de-  
sistatis & quilibet vestrum abhinc penitus cesset & de-  
sistat donec materia predicta in Curia predicta plenarie audita  
& determinata vel aliter ordinata fuit in hac parte Et  
hoc &c. L. R. &c.

Injunctio pro pecunia deposita in Curia.

Res &c. Ostensum est nobis in Curia Cancellarie nostre  
tertio die Februarii Anno Regni nostri vicesimo octavo ex  
parte C. D. quer versus te prefatum A. B. quod tu prefatus  
def. veredictum obtinuisti ad communem legem versus  
prefatum quer pro centum libris & quatuor marcis custagium  
Ad quod ipse querit in manus tuas solvere volebat Ita  
ut breve de injunctioe emanaret ad retardandum prosecu-  
tionem super veredicto predicto Ad quod cum Consiliarius tui prefatus  
def. accepisset tum ordinatum erat super solutionem dictarum  
pecuniarum & custagium predictum ad diem in ea parte con-  
stitutum dictum breve de injunctioe jam quia dictum quer  
secundum directionem ordinis predicti in Curia protulit predictum  
summam centum librarum cum custagio predicto velut per cer-  
tificationem Registrarii dictae Curie nostre plenius liquet  
Nos ad hec considerationem habentes specialem Tibi  
igitur prefatus A. B. ac vobis prefatus Consiliarius Attornatus  
Solicitor

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Solicitoribus & Agentibus p̄dict & cuilibet vestrum sub pena ducentarū librarū de terris bonis & catallis vestris & cuilibet vestrum ad opus nostrum levandū firmiter injungendū p̄cipimus qđ ab omni ulterioꝝ p̄secutione quacunq; ad communem legem de p̄o vel sup̄ heredict p̄dict adhuc penitus desistes desisteris & quilibet vestrum desistet donec materia p̄dicta &c. Et hoc &c.

#### Injunctio ad quietand' Possession'.

Rex &c. A. B. Theologie Professor Decan' Ecclesie Cathedralis &c. ac cuicunq; al' personi sive quibuscunq; al' personis aliquid jus statum titulum clameid' usum possessionem interesse sive demand' de vel in quadam parcelle terre vocat &c. in queremond' C. D. quer' corā nobis in Cur' Cancellar' nostr' versus te p̄fat A. def. nuper exhibet mentionat & specificat aut de vel in aliqua inde part' vel parcelle p vel subter vos seu vestrum aliquem habend' clamand' seu vendicand' & eorū cuilibet salutem Mōens est nobis in Cur' Cancellar' nostre p̄dict qđ dicit quer' p queremond' suam p̄dict relevari petiverit p terr' p̄dict. Nōq; tu p̄fat def. responsionem tuam adinde adhibuisti Ac licet dictus quer' habuit actual' possessione terr' p̄dict p spacium &c. ult' p̄terit ante exhibitionem queremond' p̄o velut ex sacramento plenius manifestum est Tu tamen p̄fat def. possessionem dicti quer' disturbare contraris minus iuste ut dicitur Nos ad hec considerationē habentes Tibi igitur p̄fat A. B. ac vobis ceteris p̄sonis supradict & cuilibet vestrum sub pena ducentarū librarū de terris bonis & catallis vestris & cuilibet vrum ad opus nrum levandū firmiter injungendū p̄cipimus qđ ab omni ulterioꝝ p̄secutione versus dictum quer' & assignat suos plenam quietam & pacificam possessionem terr' in queremond' p̄dict ut p̄fertur querelat & cuilibet inde partis vel parcelle habere gaudere uti frui tenere & possidere permittatis & quilibet vestrum p̄mittat in eam amplis

implis modo & forma prout dict quer & assignat sui  
tempore exhibitionis queremond pdict & p spaciu trium  
annorum antea habuerunt possiderunt tenuerunt usq &  
gavisi fuerunt aut eor aliquis habuit tenuit usus vel  
gavilus fuit donec & quousq maia pdict cora nobis  
in Canc nra pdict plenar audit & determinat fuit Et  
hoc &c. T. R.

Injunction to stop waste committed upon Glebe  
Lands.

Rex &c. A. B. Recnon Operar' Serbieid Agen & Al-  
tsten suis quibuscunq & eorum cuilibet salutem  
Ostens est nobis in Curia Cancellar nre ex parte  
C. D. quer' versus te pfa A. def. qd idem quer' in  
seodo seistus existens manerii seu dominii de H. cum  
pertin ac Advocacōis & iuris Patronagii Ecclesie  
Parochiaf ihm Ac qd idem quer' abinde p'sentaret sup  
aliqua vacuitate ad dict Rectoriam (vacua existente)  
dictus quer' C. D. sac' Theolog' professor adinde pre-  
sentabat qui ultro fuit admissus institutus ac in eandē  
Rectoria induc' adeoq devenit inticula' pquisit' illius  
attamen tu pfa def. p'tendens aliquam habē p'sentac'  
A. B. p'p' ac existens in possessione illius & intelligens  
qd idem quer' eandem ad comunem legem recuperare in-  
tendat deq; titulo tuo hesitans ac possessionem dictorum  
p'missorum eidē C. D. deliberare recusans vero tamen  
basta magna & spolia super iisdem p'missis arando & in  
agriculturam convertendo antiqua p'ata & pasturas  
terras glebales ejusdem Rectorie que a tempore ho-  
minum ejus memoriz non existit nequaquam araf  
fuer' Recnon volcus supinde astant & crescent discindis  
& prosterne minus fuisse ut dicitur Nos ad hec consi-  
derationem habentes Tibi igitur pfa A. B. ac vobis  
omnibus sup'zamentionat' personis & vestrum cuilibet  
sub pena quingentar' librar' de terris & catallis vestr'  
& cujuslibet vestrum ad opus nostrum lebando firmiter  
injungend' p'cipimus qd aliqua plura basta sive spolia in  
de

de vel sup pmissis p̄dict ut p̄fertur facere p̄petrare seu  
committere desistas desistatis & quilibet vestrum semp des  
istat donec materia p̄dict corā nobis in dict Cancellar  
nostra plenar fuit audit Et hoc sub pena p̄dict &c.

Dedimus Potestatem ad examinand' Commitissam  
super honorem.

Rex &c. Dilectis sibi &c. Cum A. B. quer' quando  
petitione &c. versus p̄nobis Eliz. Comitiss de Norwic  
def. nuper exhibuit Sciatis qd nos de fidelitate & pro  
vidis circumsp̄ctionibus vestris plurimum confidentes  
assignavimus vos ac tenore p̄sentium damus vobis  
tribus vel duobus vestrum potest' & authoritat' ipsa  
def. de & super materiam petitionis p̄dict ejus tenorem  
vobis mittimus p̄sentibus interclus' diligent' exami  
nand' Et ideo vobis tribus vel duobus vestrum manda  
mus qd ad certos diem & locum quos ad hoc p̄videritis  
ad p̄fat def. accedatis ac ipsam def. de & super materia  
petitionis p̄dict attestand' super honorem coram vobis  
tribus vel duobus vestrum ac adtunc vis per ipsam  
sacrosanctis Dei Evangel' diligent' examinetis Respon  
sionemq' suam eidem petiōe fiend' recipiatis in scriptis  
& in pergamento redigatis Et cum ill' sic ceperitis eam  
nobis in dict Cancell' nostr' &c.

Ne exeat Regnum.

Rex &c. Vic' D. salutem Quia dat' est nobis intel  
ligi qd A. B. versus partes exteras ad quamplura  
nobis & quamplur' de populo nostro p̄judicialia  
& damnosa ihm prosequend' ire proponit Nos ad hec  
consideration' habentes & malicie sue resistere volentes  
in hac parte Tibi p̄cipimus firmiter insungend' qd  
absq' dilone diffugia p̄fat A. coram te corporalit' venir  
fac' ac ipm ad sufficientem manucaptozem inveniend'  
qui eum manucapere voluerit sub certa pena sibi per te  
rationabiliter imponend' p̄ qua nobis respond' voluerit  
qd

id ipse versus aliquas partes extraneas sine licentia  
nostra special se non dibertet nec quisquam ibm pro-  
sequetur aut prosequi vel attentare psumet quod in nri  
contempt vel pjudicium aut populi nostri dampnum  
edere valeat nec aliquem vel aliquos ibm mitti ex  
 hac causa quovismodo compellas Et si hoc coram te  
acere reculabit tunc ipsum A. B. ppor. prison nre  
committas in eade salvo custodiend quousq hoc gratis  
acere voluerit Et cum securitat illa sic cepis nos in  
Tanc nostr sub sigillo tuo distinde & aperte reddas  
etiozes hoc brebe nobis remittend T. R. &c.

Commis. ad assignand' Guardian' Lunatico.

Rex &c. Dilectis sibi &c. Cum Jacobus Golding  
Gen quer quandam suam queremon coram nobis in  
Cur Cancellar nostre versus Johem Spinedge lunat  
at def. nuper exhibuit Adq eisdem def. per brebe  
nostrum nuper pcepimus qd essent coram nobis in  
dict Cur Cancellar nostr ad certum diem jam pterit  
petition pdict responsur Sciatis qd nos in complend  
cujusdam ordin dict Cur inter partes pdict fact  
gerendat &c. assignavimus vos ac tenore presen-  
tium damus vobis tribus vel duobus vestrum potestaf  
& authoritat qd in presentia un aut triu vel duorum  
vestrum Guardian pro pdict lunatic constituatis unde  
scand hanc in Curia nostra pdict modo penden des-  
cendere poterit Ac deinde damus vobis tribus vel duobus  
vestrum ulteriozem potestaf & authoritat ipm lunati-  
cum p Guardian suum de & super materia queremon  
pdict cius tenorem vobis mittimus p sentibus inter-  
clus diliget examineris Et ideo vobis tribus vel  
duobus vestrum mandamus qd ad certos dies & locos  
quos ad hec pvideritis ad pstat def. lunatic accedatis si  
comode ad vos laborari non possit ac pdict lunaticu per  
Guardian suu p de & sup materia queremon p de sup  
sacrament Guardian pdict tact p ipsum prius coram  
vobis tribus vel duobus vestrum sacrosanct Dei Evang  
corpo

corporalit pſtand diligent examinetis Reſponſionem  
ſua eidem querimoni ſiend recipiatis & in ſcriptis in  
pergameno redigatis Et cum ſic feceritis reſponſionem  
pdict lunatic p Guardian ſuū ſic p vos tres vel duos  
veſtrum capſ in dict Cancell noſtra in ꝑc. ubicunq  
tunc fuer ſub ſigil veſtris triū vel duor veſtrū clauſ  
diſtincte & aperte mittatis una cum tenore pdict Et hoc  
breve ac electionem pdict unacum eadem reſponſionem  
in eandem Cur noſtra adtunc certiſiceris Teſte meſſo  
apud Weſtmd ꝑc.

Commis. ad ſequeſtr' bona catalla & proficua.

Reꝛ ꝑc. Dilectis ꝑc. ſalutem Cum de & ſuper audit  
& examinacone cuſuldam materie litis & controverſie  
coꝝam nobis in Canc noſtra adhuc penden̄ in decisi  
inter J. H. quer & M. N. W. def. nobis & dict Curia  
noſtre manifeſte apparebat qđ 700 l. erga ſatisfactionem  
porcionis pđ J. in manibus ipſius M. adhuc remanent  
pro eo qđ pdict M. null ſecuritat cum ſufficienti  
manucaptor p ſolutione pdict 700 l. ſicut p dicta Cur  
noſtram ordinat erat adhuc debet ſeu dari ꝑcuravit J.  
pdict Curia ordinat exiſtit qđ quedam firme in H. in  
Com noſtro C. unacū bonis ſupinde exiſtent nunc  
in poſſeſſione pdict M. ſequeſtrarentur ac in ſequeſtre  
ponentur p quod valor eor cognolci ac libi pdict me  
lius pvideri pdictuſq; J. tam a reddit pdict firmis  
ſolubil exonerari qm̄ ex omnibus ſcriptis obligator  
& dote ipſius M. ozien̄ indemꝑid conſervari poterint  
Sciatis qđ nos damus ꝑc. authoritat ad firmā pdict ac  
cedend eademq; unacum bonis & catallis ſuperinde ex  
iſtent ſupvidend ac in manas veſtras vel duor veſtrū ac  
cipiend & ſequeſtrand ac valorem eorundem deponend  
nobis inde debite certiſicand Et ideo vobis mandamus  
qđ ad certum diem vel dies quos ad hoc ꝑbideritis ad  
pdict firmas accedatis eademq; ſupervideatis ac fir  
mas pdict & ꝑficua eſuldem Pecnon bona & catalla  
ſupinde ac in poſſeſſione pdict M. ut pdictur nunc  
exiſtent

ritum in manibus vestris vel duorum vestrum accipietis  
 sequestretis aut in sequestratione poni fac valoremque  
 annuum et singulorum premissorum deponetis ac deponi fac  
 vobis; inde in dicta Curia nostra (15 p.) sub sigillis  
 vestris trium vel duorum vestrum distincte et apte certi-  
 ficetis hoc breve nobis remittendū T. R. &c.

Edimus Potestatem ad capiendū Responsū de Decan. &  
 Capitulū Wigorn.

Rex &c. Dilectis sibi A. B. &c. salutem Cum C. D.  
 quondam petitor coram nobis in Curia Curie nostre  
 Erlus Decanū & Capitulū Ecclesie Cathedralis Episcopi &  
 Beate Marie Virginis Wigorn nuper exhibuit quodque  
 Idem Decanū & Capitū per breve nostrum nuprecipimus  
 essent coram nobis in dicta Curia nostra ad certum  
 diem jam preteritū petitor predictus responsurus Et quia idem  
 Decanū & Capitū sunt unū corpus corporatū ac respon-  
 sionem suam unanimi assensu fac consueverit ac pro eo  
 ad diem predictū per causam predictam in Cancellariā nostrā  
 dictū petitor predictus responderi non potuissent Sciatis quod  
 nos de fidelitatibus et providis circumspectionibus vestris  
 plurimum confidentes assignavimus vos ac tenore pre-  
 sentium damus vobis tribus vel duobus vestrum po-  
 testatē et auctoritatē per Decanū & Capitū de et super matē  
 petitionis predictæ cuius tenore vobis mittimus plenius  
 interclusū diligenter examinandū responsionemque suam  
 sub communi sigillo dicti Decanū & Capitū recipiendū et  
 scriptis in pergameno redigendū Et ideo vobis tribus  
 vel duobus vestrum mandamus quod ad certos diem et  
 locum quos ad hoc provideritis ad prelatū Decanū & Capitū  
 cedatis dictamque suam responsionem ut predictum reci-  
 tatis Et cum illi sic ceperitis eam nobis in Curia nostra  
 refert &c. T. R. &c.

Commis.

Commis. ad testes producend' super contempt'.

Rex &c. A. B. C. D. &c. salutem Sciatis qđ nos assignabimus vos ac tenore presentium damus vobis tribus vel duobus vestrum plenam potestatem & auctoritatem testes quoscunq; p R. S. & al' quer' pducend' tangend' quosdam contempt' B. M. def. in materia dicti R. S. & al' quer' ppetrat' ut dicitur de & sup quibusdā Interrog' plentib' inquis diligent' examinand' Et ideo p

Breve Executionis Decret'.

Principium.

Rex &c. A. B. & C. D. salutem Cum quoddam finale Indiciuū sive Decret' coram nobis in Canc' nū nuper fact' & reddit' extitit in hec verba &c.

Finis.

Vobis igitur pstat A. B. firmiter insungend' pcipim' qđ omnia & singula in Iudicio sive Decret' pdict' contenta & specificat' quantuū & quoad vos seu vestruū aliquem in aliquo tangunt vel concernunt faciatis & pimpleatis & vñ unusquisq; faciat & pimpleat iuxta tenore effectū & veram intencionem iudicii sive decret' pdict' Et hoc sub pñcto incumbend' nullatenus omittat' nec omittat' vñ aliquis quobismodo T. R. &c.

Commis. ad eligend' Guardian' pro def. qui senex & insan. memor' est.

Rex &c. Cum A. B. per Guardian' suum quer' quandam suam querimōd' coram nobis in Cancellat' nostra nuper exhibuit versus C. D. def. Cumq; accepimus qđ dictus def. ratione senectutis sue insane memorie est ac p eo minus sufficiens lectam pō defendere & respondere Nos stat' ipsius def. in hac parte pposcere volentes. Sciatis igitur qđ nos de fidelitate

bus & prohibitis circumspectionibus vestris plurimum con-  
fidentes ac in complemento cuiusdam ordinis gerendi dat  
et. Assignavimus vos ac tenore presentium damus vobis  
tribus vel duobus vestrum plenam potestatem & au-  
thoritatem prefat. defendendi ipsum & inspiciendi & exa-  
minandi Ac si sit insani memor tunc Guardiani p eodem  
def. nominandi & appunctuandi Et ideo vobis tribus  
vel duobus vestrum mandamus quod ad certos dies & locum  
quos ad hoc preberitis ad prefat. si commode ad vos  
laborari non possit accedatis ac ipsi def. omnibus viis  
& modis quibus super statu suo melius poteritis in-  
formari circumspecte inspicatis & examinetis ac si inveni-  
atis quod dict. sit insani memor tunc Guardiani p dict.  
def. ad respondendi & defendendi lectam predict. nominetis  
& appunctuetis Et cum sic feceritis tunc nos de nomine  
dicti Guardiani & de toto facto & processu vestris in premissis  
in Cancell. nostram predict. sine dilatione ubicunque  
tunc fuerit claus. distinde & apte mittatis & reddatis cer-  
tiores hoc breve nobis etiam remittendi L. R. &c.

Commission to impower Commissioners to sell so many  
Timber Trees, and to satisfy such damages sustained  
by any in their carrying away the same.

Rex &c. Dilectis &c. salutem Sciatis quod iuxta te-  
morem cuiusdam ordinis in Cur. Canc. nostr. inter A. B.  
quer. & C. D. def. vicesimo octavo die Febr. ult. preterit  
fact. & reddit. assignavimus vos ac tenore presentium da-  
mus vobis plenam potestatem & auctoritatem terras in  
ordine predict. mentionat. intrandi & assignandi tot  
arbores per eundem quer. succidendi non excedendi  
numerum quingent. arborum quot convenient. possint  
relinquendi sufficient. estoveria ad reparand. terr. &  
omissa necessar. ac etiam taxand. & allocand. tenendi pre-  
missorum recompensationes per prefat. quer. fiend. pro tal.  
ampn. qual. per successionem & asportationem arborum

D D

predict.

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predict sustinebunt & pro reparatione metarum bundarum & sept premissorum Et ideo vobis mandamus quod executionem premissorum diligenter intendatis & arbores predict in temporibus tempestivis & convenienti succidendi infra duos annos tunc prox sequendi juxta veram intentionem ordinis predict assignatis faciendi in omnibus ut per ordinem predict statut est Et cum hoc feceritis tunc nos inde in Canc nostram sub sigillis vestris distincte & aperte sine dilacione reddatis certiores hoc breve nobis remittendi **A. R. &c.**

#### Exemplificatio Decreti.

**Rex &c.** Omnibus ad quos presentes littere pervenerint salutem Inspeximus Rotulamentum cuiusdam final iudicii sive decreti coram nobis in Cur Cancellar nostre nuper facti & reddit & in Rotulis eiusdem Cur rotulatum ac ibidem de recordo remanent cuius tenor sequitur in hec verba &c.

#### Inspeximus super Decretum.

Nos autem tenor final iudicii predict ad requisitionem **A. G.** duximus exemplificandum per presentes In cuius rei &c.

#### Billa.

Inspeximus etiam quandam billam sive petitionem coram nobis in Cur Canc nostre p **A. G.** nup exhibitam ac in filaciis dict Cancellar nostre de Record remanent in hec verba scilicet quarto die Sept &c.

Dedimus

Dedimus.

Insuperimus etiam tenorem cuiusdam brevis nostri de Dedimus Potestatem unacum indorsament de & sup eodem brevi fact quibuscumq Com direct ad recipiend responsiones pdict A. G. B. D. ad petition pdict in filaciis Cur pdict aliter residen in hec verba Rex &c. Executio &c.

Replicat'.

Insuperimus necnon responsiones A. G. B. D. virtute dict brevis nostri de dedimus potestate capf & in Cur pdict unacum brevi nostr pdict retornat ac in filaciis ibidem quog residen in hec verba Long &c. Resp. &c.

Replicat'.

Insuperimus deinceps replication pd A. G. ad responsiones pstat B. D. C. F. fact ac in filaciis dict Cur Cancellar nostre de recozd etiam remanend in hec verba Replicatio &c.

Insuperimus porro tenorem cuiusdam brevis nostri de commissione quibusd Commissionar direct ad examinand testes inter partes pdict unacum Indorsament superinde fact ac in filaciis Cur nostre pdict de Recozd etiam remanentes in hec verba Carolus &c. Executio &c.

Inspeximus Interrog'.

Inspeximus deinde quedam Interrog' ex parte p'sat  
A. G. versus p'dict B. C. & E. F. def. p'dict Commis-  
sionar' exhibet ac in filaciis dict Cur' nostr' de recoz  
remanencia in hec verba Interrog' &c.

Inspeximus Deposition'.

Inspeximus deniqz depositiones quorundam test' ex  
parte p'edict A. G. quer' versus p'dict B. D. & E. F.  
virtute brevis nostr' de Com' p'dict coram p'sat Com-  
missionar' cap't & examinat Ac in Canc' nra p'dict  
unacum Commissione & Interrog' p'dict certifica't ac  
ibidem de Recozdo residend in filaciis in hec verba.

Pos autem tenozes petitionis brevis de dedimus p'se-  
testatem Respon's Replicat' b'ris de Commissione Interrog'  
& depositiones Testium p'dict ad requisitione' p'dict A.  
duximus exemplificand p' p'sentes In cuius &c.

1. Inspeximus. 2. Inspeximus etiam. 3. Aliter.
4. Preterea. 5. Similiter. 6. Recnon.
7. Quozqz. 8. Ibidem. 9. Insuper. 10. Porro.
11. Deinceps. 12. Deinde. 13. Deniqz.

Principium de execut' ordin' obitare lites.

Rex &c. A. B. ac Consiliar' Attoznat' Solicitat' &  
Agentibus suis quibuscunqz & eoz cuilibet Recnon  
omnibus aliis p'sonis quibuscunqz quos tenoz p'sentium  
aliqua'liter concernit salutem Cum quidam ozdo coram  
nobis in Cur' Cancell' nostre nuper fact' & reddit' exte-  
rit in hec verba &c.

Conclusio

Conclusio.

Tibi igitur p̄fat A ac vobis p̄fat omnibus & singulis  
etis personis supradict & cuilibet vestrum firmiter  
iungendū p̄cipimus qđ omnia & singula in ordinē p̄s  
ontent & specificat quant & quoad vos seu vestrum  
aliquem in aliquo tangunt sive concernunt faciatis p̄s  
impleatis & exequamini ac faciat p̄impleat & exequa-  
ur quilibet vestrum cum effectu scdm tenor & veram  
attentionem ordinē p̄dict Et hoc sub p̄culo incumbendū  
nullatenus omittatis nec omittat vestrum aliquis quo-  
vis modo L. R. &c.

Exemplificatio Record' in Turr'.

Insperimus Irrotulamentū quarundam Literarū  
patent Dñi Johis quondam Regis Anglie Anno Reg-  
i sui primo fact & in Canc' ipsius Regis Irrotulat  
in Rotulis dict' Canc' nostre infra Turrim Lond-  
on de Recordo remanendū in hec verba.

ommiss. separare metis & bundis post prior' Commis.  
Def. morien' bill' ad revivend'.

Rex &c. salutem Cum quedam materia litis & con-  
roversie coram nobis in Cur' Canc' nostr' tunc ope &  
ote fuerint inter &c. ad distinguendū metas & bundas  
versarum terr' in Comd' &c. Cumq; per quendam  
binem coram nobis in Cur' nostr' inter partes p̄dict  
et gerendū dat &c. ordinat fuit qđ bre nostr' de Com-  
issione Cur' p̄dict ad metas terrarū p̄dict distinguendū  
manaret Cumq; post decessū p̄fat &c. def. p̄fat quer-  
endam billam exhuic in Cur' p̄dict versus &c. ad  
materiam p̄dict revivendū Sciatis qđ nos de fidelitati-  
s & p̄bdis circumspectionibus vestris plurimum  
confidentes assignavimus vos ac tenore p̄sentium da-  
mus vobis tribus vel duobus vestrum plenam potesta-

tem & auctoritatem in complemento cuiusdam ordinis  
dicti Cur' nostr' inter ptes p'dict' fact' gerend' dat' quarto  
die Martii instans & cuiusdam certif. lex Clericorum  
Cur' p'dict' superinde fact' in terr' & p'mis. p'dict' intran-  
di & ingrediendi easq; pambulandi ac sup'vivendi ac  
terras dimis. p'dict' e terr' dict' quer' unacum metis &  
bundis earundem separand' seponendi & distinguendi  
ac p' meliori p'gressu vestro in p'missis damus vobis  
tribus vel duobus vestrum consimil' potest' & aucto-  
ritat' testes quoscunq; p' partes p'dict' seu earundem  
alteram p'ducend' de & super quibusdam articulis sive  
Interrog' que idonea fore videritis ac veritat' p'missis  
illustrand' seu inveniend' diligenter examinand' &  
sc'da vel scripta p' evidentiis quecunq; p' ptes p'dict' seu  
earundem alteram p' ordinem p'ducend' de & super  
sacramenta coram vobis examinand' ac ideo vobis  
tribus vel pluribus vestrum mandamus quod cer-  
tis diebus & horis ad hec congruis & oppositi-  
nis ad terr' & p'missa p'dict' accedat ac partes p're-  
dict' testesq; suos coram vobis tribus vel pluribus  
vestr' sup' sacrosanctis Dei Evangel' corporalit' p'stans  
diligent' examinetis ac tam superinde quam omnibus  
aliis viis modis & mediis licitis omni executione p're-  
missor' diligent' intendatis terrasq; p'dictas (ut p'ser-  
tur) si poteritis sepetis seponetis & distinguatis faci-  
end' in p'missis secundum directionem veramq; inten-  
tionem separat' ordin' p'dict' Et cum sic feceritis nos  
de toto p'gressu vestro in p'missis in Cancellar' nra p'-  
dict' &c. ubicunq; tunc fuerit p' certificationem vestra  
in script' in pergamento reduct' sub sigillis vestris tribus  
vel duor' vestrum claus' distinde & aperte reddatis  
certiores hoc breve nobis remittend' L. R. &c.

Breve de executione ordinis & relationis.

Rex &c. C. D. salutem &c. Cum quidem ordo coram  
nobis in Cur' Canc' nostre nuper fact' & reddit' co-  
ntinuit in hec verba,

Hic recita Ordin'.

Cumq; alius ordo inter partes p'dict nuper fact' &c.  
Cumq; postea Magister p'dict sup debita consideratione  
p'missorum p' ipm habita relationem suam fecit in hec  
verba &c.

Cumq; etiam Robtus Aylet Armig' unus Magistro-  
rum Canc' nostre p'dict relationem sua inter partes  
p'dict fecit in forma sequen' &c.

Conclusio.

Tibi igitur p'sat C. D. firmiter insungend' p'cipi-  
mus qd omnia & singula in ordin' & relation' p'dict  
content' & specificat quantum te in aliquo tangunt vel  
concernunt fac' perimpl' & exequaris secundum teno-  
rem & effectum ordinis & relat' p'dict Et hoc sub peri-  
culo incumben' nullatenus omittas L. R. apud  
Westm' &c.

Commis. pro placit' aut morac' Magist' Collegii  
& al' Def.

Rex &c. Dilectis sibi &c. salutem Cum R. D. Cle-  
ricus quer' quandam petiti' coram nobis in Canc'  
nostre versus Magistrum Socios & Scholar' Collegii de  
Wembzook in Universitate Oxon' & Ricardum Harris  
& Robtum Plumpton def. nup exhibuit Adq; eis-  
dem def. per breve nostrum nuper p'cepimus qd essent  
coram nobis in dea Canc' nostre ad certum diem p'terit'  
petit' p'dict responsur' Sciatis tamen qd nos de fidelis-  
tatibus & p'ovidis circumspectionibus vestris pluri-  
mum confidentes assignavimus vos ac tenore p'sentiu'  
damus vobis tribus vel duobus vestrum plenam po-  
testat' & auctoritat' juxta directionem dict' Curie speci-  
alem responsiones p'sat Magistri Socioz & Schola-  
rium p'dict aut placita sive moxationes suas eidem  
petitioni' fiend' sub sigillo Collegii p'dict capiens & re-  
cipiens Necnon responsiones p'dict Richardi Harris &  
Robi Plumpton super sacramenta sua tact' p' ipsos  
prius

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pius coram vobis tribus vel duobus vestrum sacrosanctis  
 Dei Evangelii corporaliter prestando aut placita sive mo-  
 rationes suas super sacramenta aut absque sacramentis suis  
 prestando eidem petitis fiendis cuius tenorem vobis mittimus  
 presentem interclusum recipiendū Et ideo vobis tribus vel  
 duobus vestris mandamus quod ad certos dies et loca quos  
 ad hoc prouideritis ad prefata defendentes et commodè ad  
 vos laborari non possint accedatis ac responsiones pla-  
 citas sive morationes predicti Magistri Sociorum et Scho-  
 larum predictarum sub sigillo dicti Collegii capiatis et reci-  
 piatis et responsiones prelitas sive morationes predicti Ri-  
 chardi Harris et Roberti Plumpton super sacramenta  
 aut absque sacramentis suis prestando capiatis et recipiatis  
 Et cum sic feceritis tunc responsiones prelitas sive mo-  
 rationes predicti Magistri Sociorum et Scholarum sub  
 sigillo dicti Collegii confectas et responsiones prelitas sive  
 morationes dictorum Richardi Harris et Roberti Plum-  
 ton in dictam Cancellariam nostram sine dilatione ubi-  
 cunque tunc fuerit sub sigillis vestris trium vel duorum  
 vestrum clausum distinde et aperte mittatis unacum te-  
 nore predicti et hoc breui Teste meipso apud Westm  
 et.

Commis. Vic' pro Possession'.

Reverendissime. Vobis salutem. Cum quedam materia  
 litis et controversie pendebat nuper coram nobis in  
 Cancellaria nostra inter A. B. querentem et M. N. et J. V.  
 def. de p et concernentem titulo cuiusdam messuagii sive  
 firme ac diversarum terrarum tenementum a hereditamentum mes-  
 suagio predictarum pertinentem situm et existentem et. in  
 Comu nostrum M. predicti anni valoris Cl. nuper in tenur  
 sive occupatione cuiusdam T. M. super auditu cuius  
 quidem materie coram nobis in dictam Cancellariam nos-  
 tram huius possessio premissorum prefata M. N. p eandem  
 Curiam nostram adjudicat et decretum fuit Cumque etiam  
 nobis et Curie Cancellarie nostre predicti ex pre dicti M.  
 super ostensum et demonstratum est quod ipse prefatus M. N. et  
 J. V.

*J. H.* possessionem pmissorum pstat *R.* tradere & relinquere  
 minino recusaverunt eademque eidem *R.* assignare seu  
 onbeiare juxta veram intentionem Decretis sive Judicii  
 dicti similiter denegaverunt Quod nolumus fieri nec de-  
 semus aliquammodo tolerari Sciatis igitur quod deus tibi  
 tenore plenam plenam potestatem & auctoritatem ad  
 nesci quia pdicti accedendi & ingrediendi ac plenam &  
 pacificam possessionem inde & cusuilibet partis inde ac-  
 ciendi & recipiendi ac talem possessionem sic per te capere  
 pstat *R.* tradendi & deliberandi Et ideo tibi mandamus  
 quod immediate post receptionem hujus hris de Comd ad  
 nesci quia & terras pdicti cum pertinentiis accedas ac posses-  
 sionem inde & cusuilibet partis & parcelle inde capies in  
 manus tuas & recipies Et cum illi sic ceperis tunc  
 possis pstat *J. H.* quiete & pacificam possessionem pmissorum  
 cusuilibet inde partis & parcelle trades & deliberes seu  
 deliberari facias juxta veram intentionem decreti pdicti  
 & ipsum pstat *R.* in possessione pmissorum sic per te  
 possides de tempore in tempus quotiescunque ne-  
 cesse & opportunum fuit contra omnes & omnimo-  
 das perturbaciones & interruptiones conservari pre-  
 servari & incolumem reddi facias Et hoc sub pena  
 periculi incumbentis nullatenus omittas Teste Rege  
 etc.

Commissio ad corrigendum Errorem in depoli-  
 tionibus capta.

Rex &c Dilectis &c. salutem Cum varie lites &  
 controversie nup motae & ortae sunt ac in Canc nostra  
 adhuc pendent indecisae & indeterminatae inter *J. C.* querentem  
 & *J. H.* & alios def. Cumque nos per examinationem testium inter  
 res pdictas vobis tribus vel duobus vestris nup direxi-  
 mus Comd nra ad cusu executionem examinao f. *B.*  
 indec Inter ex parte querentis exhibit non ingrossata fuit si-  
 cut examinao dicti *B.* sed appositae & ingrossatae fuit de-  
 positio cusu dam f. unius aliorum testium tunc ex parte  
 dicti querentis examinatae ac quod quedam depositionem dicti *J. F.*  
 his

his ingrossantur & certificantur p̄ errorem & negligentiam trium Clericorum ad ingrossand depositiones p̄dictas apud Com̄ p̄dict ad tunc appunctuat sic ut p̄ certificationem dicti C. B. & J. H. duorum Commissionarum nobis plenius liquet & apparet Sciatis igitur qđ nos assignabimus ac tenore p̄sentium damus vobis tribus vel duobus vestrum potestatem & auctoritatem Dep̄ p̄ tres vestrum in Curiam nostram antehac retorū ac jam p̄sentibus interclus & vobis recognoscere diligenter examinare & perficiendi ac omnes errores in eadem Commiss. corrigendi iuxta verā originalem vobiscum seu aliquo vestrum jam remanentem Et ideo vobis tribus vel duobus vestrum mandamus qđ ad certos dies & loca quos ad hoc p̄videritis executionem huius Commissionis nostre diligenter intendetis ac depositiones sic vobis missis circumspici p̄vide & solícite comparetis corrigatis & perficiatis cum originali p̄dict Et cum sic feceritis tunc nobis in Curia Cancellar. nostre sine dilatione ubicunq; tunc fuer de toto facto & depositionibus p̄dict sic p̄ vos comparat correct & perfect sub sigill. vestro trimum vel duorum vestrum clausū distinte & apte mittatis unacum hoc huius L. R. &c.

Recognitio super Billam ad recognoscend<sup>o</sup>.

A. B. C. D. E. F. &c. coram Domino Rege in Canc. sua personaliter constituti recognoverunt se debere Harbottle Grimston Bar. Magistro Rotulorum & Thome Wiro uni Magistrorum Cancellar. p̄dict centum libras legalis monete Angl. Solvendū eidem Magistro Rotulorum & Magistro Cancellar. Executoribus Administratozibus & Assignatis suis Et nisi ita fecerint volunt & concedunt & quilibet eorum vult & concedit pro se Heredibus Executoribus & Administratozibus suis firmiter per presentes Quod dicti sum centum librarum levetur & recuperetur de bonis terris catallis & hereditamentis suis ubicunq; inventi fuerint infra Regnum Angl. ad solum opus & usum prefati Magistrorum

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Magistri Rotulorum & Magistri Cane Executor vel  
Administrator suorum Teste dicto Dno R. apud Westm  
decimo quarto die Martii Anno Regni Caroli secundi  
Dei gratia Angl Scot Franc & Hibnie Regis fidei  
defensor &c. decimo quinto Annoq Dni 1663.

The Condition of this present Obligation is such,  
That if the above bounden *A. B.* being Plaintiff in a  
Bill of Review exhibited in the High Court of Chancery  
against *G. H.* and other Defendants do and shall well  
and truly pay or cause to be paid to the said Defendants  
such Colts and Damages, as the said Court of Chancery  
shall award, if his said Bill of Review shall be dismissed,  
and the said Court shall then see Cause to award any :  
Then this present Obligation shall be void.

Capit & recogn die & anno supradict  
coram me in Cane Magistro.

Distringas versus Corporac'.

Rex &c. Wic Lincoln salutem Com C. S. & al  
quer quandam petitionem suam coram nobis in Curia  
Cancellar nostre versus Gubernatores & Societatem  
Mercatorum London negotia ad Indos Orientales de-  
fendentes nuper exhibuerunt ac dicti Gubernatores &  
Societas Mercatorum p breve nostrum de subpoena sum-  
moniti fuerunt ad respondere queremoni dicti velut  
ex sacramento factis fide digno manifeste apparet Ipsi  
tamen eidem queremoni respondere hucusq neglexer-  
unt & plane contempserunt ut accepimus Et quia  
dicti Gubernatores & Societas Mercatorum London  
negotia ad Indos Orientales sunt unum corpus cor-  
porat ac p legem & consuetudine regni nostri Angl  
attachiar minime debeant nec consueverunt Nobis  
igitur precipimus qd Distringas prefat Gubernatores  
& Societas &c. p omnia terras & tenementa sua infra  
balliva

ballivā vestram Ita qđ nec ipsimet nec aliqui p ipsos  
ad ea manum apponant seu apponat donec aliud a no-  
bis habueritis pceptum Et qđ de Exitibus eozundem  
nobis respondeatis Ita qđ dicti Gubernatores & So-  
cietat &c. coram nobis in Cancellar' nostra in &c. ubi-  
cunq; tunc fuerit compareant ad respondendū queremond  
pdict Et ad faciendū ulterius & recipiendū quod dicta  
Curia nostra consideraverit in hac parte Et hoc nul-  
latenus omittas Et habeatis ibi hoc bzebe T. R.  
&c.

Commissio de Sequestr' pro Alimon'.

Rex &c. Sciatis qđ nos in complemento cusuſdam  
ordinis coram nobis in Curia Cancellar' nostr' inter  
A. D. quer' & R. D. defendent nuper fact' gerend' dat  
quarto die Junii anno Regni nostri vicesimo tertio &  
alii cusuſdam ordinis inter ipsas partes nuper etiam  
ibidem fact' gerend' dat vicesimo die Junii instant' Al-  
signavimus vos ac tenore pſentium damus vob' tribus  
vel duobus vestrum plenam potestatem & auctoritatem  
stat' pdict' defendentis in manus & possessionē vestras  
vel duorū vestrum capiend' & recipiend' & sequestrand' ac  
exinde ad usum pſat quer' p quarterial' solutione sex  
librarum per annū & arrerag' inde rec' durand' separa-  
tionem inter partes predict' juxta tenorem & veram  
intentionem ordinis decretal' inter partes pdict' fact' &  
pronunctat p dictam Curiam nostram gerend' dat primo  
die Februar' Anno Domini &c. Et ideo vobis tribus vel  
duobus vestrum mandamus qđ diebus horis & locis ad  
istum efficiend' congruis & opportunis in & super statū  
pdict' defendentis intretis Ac eundem in possessiones  
vestras vel duorū vestrum capiatis & recipiatis & seque-  
stretis & exinde ad usum pſat quer' p quarterial' solu-  
tionibus sex librarū p annū & arreragiorū inde durand'  
tempore separationis inter partes pđ recipiat ad usum  
ipsius quer' secundum tenorem ordinis decretal' & al'  
separat' ordin' pđ Et hoc nullatenus omittatis T. R.  
&c.

Duces

Duces Tecum pro Script'.

Rex &c. A. B. salutem Quibusdam certis de causis  
cozam nobis in Cancellar' nostra ppositis & in quo  
dam ordine in dicta Cancellaria nostra inter C. D.  
quer' & te pstat A defendentem geren' dat secundo die  
Decembris nup fact particularit' mentionat & expres  
Tibi pcepimus firmiter injungend qd omnibus aliis  
pmissis & excusatione quacunq cessante in ppria  
persona tua sis cozam nobis in dicta Cancellaria nostra  
ubicunq tunc fuerit ducens vel duci faciens quoddam  
scriptum sub manibus & sigillis pstat quer' & patris  
tui & notam quandam &c. que p responsion' tua que  
remond p quer' adhibetur' in custodia tua existere con  
fessus es vel tunc & ibm ostendens vel ostendi faciens  
bonam & sufficientem causam in contrarium inde secun  
dum tenorem & veram intencionem ordinis p Et hoc  
sub piculo incumben' &c. T. R. &c.

Commissio ad recipiend' Respons' Infantis.

Carolus Rex &c. Dilectis tibi, &c. Cum Robertus  
Wood querens quandam petitionem cozam nobis in  
Cancellaria nostra solus W. W. Infant p Guardian  
suum defendentem nup exhibuit Nosq eidem defen  
denti p breve nostrum &c. Sciatis qd dedimus vobis  
tribus vel duobus vestrum potestatem & auctoritatem  
ipsum defendentem p Guardian p de & sup materia  
petitionis pdict' cuius tenorem &c. Et ideo vobis &c.  
quos ad hoc pvideritis ad pstat defendentem Guar  
dian Infant pdict' si comode ad vos &c. accedatis ac  
ipsum defendentem p Guardian suum de & sup mate  
riam petitionis pdict' sup sacramentum Guardian In  
fant pdict' tact' p ipsum prius cozam vobis &c. dili  
genter examinetis Responsonemq suam eidem petiti  
oni fiend recipiatis & in scriptis in pgameno redigatis  
&c. eam nobis in Canc' nostra &c. ubicunq tunc fue  
rit &c. T. R. &c.

Com-

Commis. special' ad examinand' testes & def.

Rex &c. Dilectis &c. Sciatis qđ nos de fidelitat' &c. assignavimus vos &c. damus &c. potestatem & authoritatem testes quoscunq; de & sup quibusdam Interrogator' tam ex parte A. B. querend' quam ex parte J. K. defendent' vobis tribus vel duobus vestrum ministrans seu deliberand' diligenter examinand' Necnon dedimus vobis &c. ulteriorem potestatem & authoritatem quosdam D. D. C. H. & al' defendentes mentionat' in quodam ordine hujus Curie gerend' dat' nono die instant' mensis Februar' sup quibusdam Interrogator' ex parte p'fat' quer' vobis &c. exhibend' diligenter examinare Et ideo &c. mandamus qđ &c. quos ad hoc p'videritis testes p'dict' necnon defendentes antedictos coram vobis &c. venire faciat & evocetis At ipsos testes & eor' quemlibet p se separatim de & sup Interrogat' p'dict' super sacramenta sua tact' p ipsos prius coram vobis tribus vel duobus vestrum sacrosanctis Dei Evangel' corporaliter p'stand' diligenter examinatis Examinationesq; suas sup eisdem recipiatis & in scriptis in p'gamento redigatis Et cum eas sic ceperitis eas nobis in Canc' nostram in quindena Pasch' ubicunq; cunc fuerit sub sigillis vestris trium vel duorum vestrum claus' distinctas & aperte mittatis unacum Interrog' p'dict' & hoc brevis T. R. &c.

Injunctio super Sequestrationem.

Rex &c. Thome Reynolds ac omni alie p'son' sive omnibus aliis p'sonis habend' clamen' sive vendicand' aliquod jus statum titulum interesse clameum vel demand' quodcunq; p vel subtus te p'fat' Thomam de in vel ad domum man'onal' terr' & stat' real' sive personat' infra mentionat' & eor' cuilibet salutem Ostens' est nobis in Cur' Canc' nostre ex parte Parmaduci Holby Armig' quer' Plus te p'fat' Thom' def. Qđ cum ipse querens decreverit

decretum dicti Curie nostre p ducent sexagint & sex li-  
bris obtinuit Quod tu pfa defendens p defectu solu-  
tionis earundem pecun in contumacia sis Et ideo breve  
nostrum de sequestratione emanavit direct Rich Alton  
Will Gray Robto Addinal & Maaco Knott Gen Com-  
missionar pdict quer dand eis potestatem sequestrand  
annem statum tam real qm psonal cui pfa defen-  
sent sed pfa Commissioner cum eand sequestratio-  
nem exequi voluer ad domum mentionat tuam de Wi-  
berholme veniend in eand admitti non potuer velut  
certificatione liquet Nos ad hoc considerationem ha-  
bentes volentesq decretum & mandatum dicti Cur nre  
inviolabiliter obseruari Tibi igitur pfa Th Reynolds  
et vobis pfa ceteris omnibus & singulis psonis supra-  
dict & cuilibet vestrum subpena mille librar de terris  
bonis & catallis vestris ad opus nostrum levand firmiter  
injungend precipimus qd sine dilatione pmittatis &  
quemlibet vestr pmittat dictos R.A. M.S. P.A.G.R.  
sequestratores & Agent suos tres vel duos eor domum  
mentionat terr & pmissa p intrare & possessione eorum  
dem accipere redditusq exi & pficua eorund & cussilis  
et inde pris & pcell in manus & possessiones suas ac-  
cipere & recipere & easde juxta tenore hris de seque-  
stratione p sequestrare donec & quousq pecun pdict  
cum custagiis & dampnis juxta directionem decreti p  
plenarie satisfact fuerit Et hoc subpena pdict nulla-  
tenus omittatis nec omittat vestrum aliquis quovis  
modo Teste meipso apud Westm decimo die No-  
vembris Anno Regni nostri vicesimo octavo &c.

Dedimus Potestatem ad recipiend Respons Corporation  
sub Communi Sigillo.

Rex &c. Dilectis sibi A. B. &c. salutem Cum A. B.  
quer quandam petitionem coram nobis in Canc no-  
stra Hlus C. D. Mayor & Alderman Burgi & Paroch  
de Barnstable in Com nro Devon def. nup exhibue-  
rit Quod eisdem defendentibus p hre nrum nup pce-  
pinus qd essent coram nobis in dict Cancellar nstr

ad certum diem jam p̄terit petitioni p̄dict̄ respon-  
 deret Qui quidem Mayor & Alderman Burgi & Parochi  
 sunt unū corpus incorporat & queremoni p̄dict̄ sub com-  
 muni sigillo corporationis sue respondere debeant Sci-  
 atis &c. qđ nos &c. de v̄ potest̄ &c. responsionem p̄dict̄  
 eidē petic̄ faciend̄ cuius quidem tenorem vob̄ mittimus  
 p̄sentibus interclus̄ sub sigill̄ comuni Corporationis  
 p̄dict̄ debite & respectiue recipere Et ideo &c. ad vos la-  
 borari non possint accedatis ac responsionē eorundem  
 defendentium in scriptis in p̄gameno redigatis sub  
 communi sigill̄ Corporationis p̄dict̄ Et illi nobis in  
 Canc̄ nostr̄ &c. ubicunq; &c.

Commissio special' de Sequestrat'.

Carolus Rex &c. Dilectis sibi &c. J. H. W. C.  
 W. D. R. & C. B. Cui salutem. Cum R. C.  
 quer' quanda petitionē suam coram nobis in Canc̄  
 nra filius Thom̄ Salter defendent̄ exhibuit Cumq;  
 p̄fat̄ def. cum breui nostro de Sp̄a ad queremoni p̄dict̄  
 comparend̄ & respondend̄ debite inseruit fuit ita tamen  
 agere omnino recusavit unde versus eum specialis  
 p̄cess̄ dicte Cur' nostre usq; ad serviend̄ ad arma ema-  
 narunt Acetiam p̄ eo qđ serviens ad arma Cur' nre  
 p̄dict̄ p̄fat̄ defendentem nusquam venire certificabit  
 velut p̄ certificat suam in ea pte manifeste appareat  
 Sciatis igitur qđ nos equum & iustum fieri volentes de  
 fidelitatē & p̄vidis circumspectionibus vestris plurimū  
 confidem̄ in complemento cuiusdam ordinis dict̄ Cur'  
 nostre inter ptes p̄dict̄ fact̄ gerend̄ dat̄ &c. dedimus  
 vobis tribus vel duobus vestrum plenam potestatem &  
 auctoritatem in & sup̄ messuaḡ terr' & tenement̄ que-  
 cunq; p̄dict̄ T. S. accedend̄ ingrediend̄ & intrand̄ ac  
 omnia reddit̄ exit̄ & p̄oficua commoditat̄ & emolu-  
 ment̄ quecunq; messuaḡ terr' tenement̄ & hereditament̄  
 & real̄ stat̄ p̄dict̄ T. S. Necnon om̄i & singul' bona  
 & catalla quecunq; & stat̄ p̄sonal̄ p̄fat̄ S. ubicunq; in-  
 veniri possitis in manus vestras trium vel duorum  
 vestrum

vestrum capiendū leband & colligendū seu levari capi & colligi faciendū illaq; sequestrandū prout eadem tenore presentium sequestramus Et ideo vobis tribus vel duobus vestrum mandamus qđ diebus locis & horis ad hoc congruis & opportunis ad dictū messuag' terr' tenement & hereditament quęcunq; prefat' L. accedatis eademq; intretis & ingrediamini ac omīd redditū cūctū & proficua commoditat' & emolument' quęcunq; pōict' messuag' terr' tenement & hereditament ac stat' real' necnon omnia & singula bona & catalla & stat' personar' quęcunq; prefat' L. ubicunq; invent' fuerint in manus vestras trium vel duorum vestrum leberis capiatis & colligatis seu levari capi & colligi faciat Illaq; sub huiusmodi tuto & salvo sequestro conserberis & custodiat' donec & quousq; prefat' L. S. queremoīd pōict' direct' responderit & pro contempt' omnibus suis plenar' satisfecerit dictaq; Cur' nra aliter ordinaverit in hac parte specialiter Teste meipso apud Westm. ꝑc.

Commissio Vic' pro possession' donec materia determinatur.

Rex ꝑc. Ric' Ranc salutem Cum per quendam ordinem fact' in Cancellar' nostra tertio die Julii ult' preterit' inter W. A. quer' & W. P. & al' defendentes Ordināt fuit qđ pōict' W. A. & Assignati sui pacifice & quiete gauderent haberent & occuparent unū messuagium sive tenement' cum pertin' jacent' & existent' in C. & R. in Comd' pōict' inter partes pōict' in Curia nostra pōict' in controversia dependend' indeciis absq; operatione molestatione sive interruptione pōict' W. A. sive aliquarum psonarum clamand' sub titulo interesse re vel procuracion' suis donec materia inter partes pōict' in Curia nostra pōict' finaliter determinetur Et quia Nos ex testimonio fide dignorum accepimus qđ super alienigine ignote inhabitant' extra Comd' Ranc' per procuracion' pōict' defend' ut asseritur possessionem messuagij & tenement' pōict' cum pertin' hi & armis

ac manu forti tenent in defraudationem & contemptum  
Ordin p̄d ac ipsum W. R. & assignatos suos extra pos-  
sessionem messuagii & teneti p̄dict custodiunt contra for-  
mam & effectum ordinis p̄dict Tibi igitur p̄cipimus  
qđ immediate post receptionem hujus brevis assumpti  
tecum sufficient potestati Comitatus nostri Cane p̄dict  
in propria persona tua ad messuagium p̄dict sive tenementum  
accedas & attachiari & arrestari facias quascunq; personas  
ibim inveniris possess. messuagii sive tenementum p̄dict  
sive alicujus inde parcel tenentes & eos & eorū quem-  
libet de die in diem duci facias usq; prisonam nostram  
de le Fleet Guardian nostro ibim deliberand & ibim  
moratur quousq; de eorū deliberatione aliter duximus or-  
dinand ac ulterius tibi p̄cipimus firmiter insungend qđ  
inde p̄dict W. R. & assignatos suos in pacifica & quiete  
possessione ejusdem de tempore in tempus manuteneas  
donec aliter inde a nobis habueris specialiter in man-  
datis Et quid inde nobis facias scire feceris &c.  
W. R. &c.

#### Injunctio super Relation.

Nos ad hec considerationem habentes ac pro eo  
qđ C. S. in Cancellaria nostra Magistrorum unus  
super debita consideratione premissorum nobis in Curiam  
nostram p̄dict certificabit informatione p̄dict eam  
tenus in substantia veram esse ut p̄dict quer meruit  
in equitate breve nr̄m de Injunctio ad restringend  
omnem prosecutionem vestram ad communem legem  
velut per eandem relationem gerend dat &c. die &c.  
ac penes Registrarium dicte Curie nostre residend plenius  
liquet & apparet.

Aliter.

Nos ad hec considerationem habentes ac pro eo quod C. S. Mil. in dicto Cancellario nostra unus Magistro super debita consideratione premissorum per ipsum habita tam querimoniam quam responsionem predictam nobis in eandem Curiam nostram debite certificabit informationem predictam in substantia veram esse sicut per relationem inde gerendam datam etc. die etc. ac penes Registrarium Curie nostre predictum residentem planius liquet et apparet Nos tamen ad hec quam ad antiquitatem obligationis predictam considerationem habentes Ac pro eo quod prefatus def. huius nostrum de Dedimus Potestatem etc. Tibi etc.

Aliter ubi Iudicium obtentum est super Veredicto.

Nos super triatione ad communem legem haberi veredictum fuit obtentum super obligatione predictam Attamen quod Iudicium superinde intrare vel postulare desistas et quilibet vestrum desistat donec vos prefatus def. querimoniam predictam responderit etc.

Nos ad hec considerationem habentes pro eo quod nihil in contrarium premissorum nobis in Curia nostra predicta ex parte tui prefatus A. B. per diem tibi preinde per eandem Curiam nostram nuper assignatam et limitatam nec hucusque monstratum est aliqualem etc.

Injunctio pro possessione.

Recnon cuicumque aut persone sive quibuscunque aut personis aliquod jus statum titulum clameum usum possessionem interesse vel demandum de vel in aliquibus illis messuagiis terris tenementis et hereditamentis scituat faciem et existentem in C. et M. mentionatam et specificatam in quadam querimonia A. L. queri coram nobis in Cancellario nostra versus eos prefatus D. et M. exhibuit aut de

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vel in aliqua inde parte vel parcella p vel subter vos pfať def. seu vestrum alterum habend claud vel vendicanť & eorum cuilibet salutem &c.

Nos ad hec &c. ac pro eo qđ dictus quer' invenit securitatē ordinē Curie Cancellar' nostre pdict' astare sup auditu ejusdem velut p certificationem ea in parte confect' liquet manifeste Et quia nihil in contrarium inde ex parte pdict' def. per diem pproinde limitat' fuit ostens' sicut patet per certificationem &c. Regr'.

Insungend' precipimus qđ pdict' quer' plenā quietam & pacificā possessionem pdictorum pmissorum & cujuslibet inde partis & parcellę in tam amplis modo & forma pout eadem tempore exhibitionis queremon' pdict' per spatium trium annorum habuit &c. preantea deinceps habere tenere uti frui & gaudere permittatis & vestrum quilibet pmittat absq' ullo omnino impedimento sive interruptione quacunq' vestrum def. & ceterarum personarum supradict' donec aliter corā nobis in dicta Cancellar' nostra fuit in contrarium ordinat' in hac parte specialiter Et &c.

Et non arare antiquam pastur' nec arbores discindere.

Firmiter insungend' &c. qđ dictas antiquas acras pastur' arare & arbores superinde crescent' (plusquam necessar' duntaxat except') psterne vel discindere vel aliqua vassa super dicta pmissa facere sive perpetrare desistatis & quilibet vestrum ab hinc penitus desistat donec vos pfať def. dict' queremon' responderitis & dict' Cur' Cancellar' nre aliter ordinabit in contrarium inde in hac pte specialiter in discind' certis sylvis coppicci.

Nec aliquas arbores Maheremii sup dict' pmissa psterne sive desecare unde ex iusta querela quer' antedict' dies dat' sunt tibi pdict' def. ad ostendend' causam vel in illius defectu dicta prosecutio tua versus R. K. in dict' Cur' erat restrict' Ad quod tempus scilicet hodierna die tu pfať def. adtunc essens in Cur' ac causam

causam ostenderis que eidem Cur' nostre minime satisfaciebat *L. R. &c.*

Vasta in' discind'.

Super partem terrarum quammagna vasta & spolia ppetrat in discind' distas arbores de maheremio idm plures earunde discindend' comittas &c. Adqz aliquas plures arbores maherem' super dicta premissa astan' & crescen' discind' prostrernere sive effodere vel aliqua vasta supinde facere ppetrare seu committere &c.

Non arare pasturas antiquas,

Aut huiusmodi arbores que jam decis & prostrat' sunt exinde eradicare sive asportare evehere seu abscariare aut aliquas arbores maherem' ut supra ad dictas antiquas pastur'.

Trial'.

¶. Deditur vobis tribus &c. ad exitus pdict' jam sit junct' vobis pstat &c. ad triationem pdict' procedere licebit ac Iudicium antea supinde reddit' pcedere cessare & relinquere sub pena pdict' vobis firmiter injungend' precipimus Et hoc &c.

Aliter.

Ac si tu pstat' def. pro triation' hiis ppor. Aliis paratus es in eadem procedere tibi pstat' def. licebit vero Iudicium vel executionem petere postulare intrare & emanare desistas & quilibet vestrum desistat aliunde autem qd ab omni prosecutione &c.

Ad ponend' in possession'.

Tibi igitur precipimus qđ a possessione p̄dictorū p̄missorū recedes & amoveas eandemq; possessione p̄dicta quer' deliberes seu deliberari fac' dictumq; Quer' talem possessionem quiete & pacifice habere tenere uti frui & gaudere p̄mittas &c.

Injunctio super Sentenc' Custod' pacis per Ordinationem Parliament'.

Rex &c. Ac Consiliari' Attornat' Solicitat' & Agentibus suis quibuscunq; & eorū cuilibet salutem. Ostens est nobis in Curia Cancellar' nostre decimo octavo die instant' mensis Maii ex pte Hugonis Whitney qđ cum idem quer' p̄ quendam queremoniā suam coram nobis in Cancellar' nra nuper exhibi' versus vos p̄fat' C. & T. def. Releuium sibi adhiberi petiuerit contra quand' sentent' p̄ custod' pacis Comitāt' Canteb' factam concernē decimas iuxta ordinatione Parliament' ea in pte scānd' Nihilominus tamen vos p̄fat' def. p̄fat' quer' p̄sequemini super sententiam p̄dicta p̄ p̄dictos Custodes pacis facta minus iuste ut accepimus nos ad hec considerationem habentes vobis igitur p̄fat' &c. sub pena &c. firmiter injungend' precipimus qđ ab omni ulteriori p̄secutione quacunq; de vel sup' sentenc' p̄dicta desistatis & quilibet vestrum desistat. Et hoc sub pena p̄dict' &c.

Commissio ad examinand' testes ad locum & diem certum de valore Bonorum & Catallorum.

Rex &c. Dilecto & fideli suo R. B. M. ac dilectis sibi J. D. & P. S. Armigis salutem. Sciatis qđ nos de fidelitat' & p̄vidis circumsp̄ctionibus vestris plurimum confidentes assignavimus vos ac tenore p̄sentium damus vobis vel duobus vestrum plenam potestatem & autho-

authoritatem inquirendi tam per depositiones quorumcumque testium coram vobis producend & examinand quam alio quocumque modo ad libitum vestrum que bona & catalla fuerunt J. M. Gen sive alterius cuiuscunque remanend infra domum mansional sive firmam de C. C. in Comitatu Dron quo tempore Ro. Bi. possessionem ejusdem domus sive firme nactus sit infra eandem domum & firmam predict existentia adtunc fuerint & extiterint Damus etiam vobis vel duobus vestrum potestatem & authoritatem testes quosdam quorum separatim nominata in quibusd Interrogis presentibus inclusis ac eisdem testibus separatim proponend inserta apparebunt de & super eisdem Interrogat diligenter examinand Et ideo vobis mandamus quod ad certos dies & loca quos ad hoc prouideritis testes predict ac alios quoscunque quos maxime per testificationem veritatis fore videritis necessarios & opportunos coram vobis vel duobus vestrum venire faciatis & evocetis ac ipsos & eorum quemlibet tunc & ibidem tam de & super pleno & iusto valore omnium & singulorum bonorum & catallorum predict quid de & super Interrog. predict super sacramenta sua per sacrosancta Dei Evangelia coram vobis vel duobus vestrum corporaliter prestand diligenter examinetis Examinationesque suas super eisdem recipiatis & in scriptis in pergamento redigat Et cum eas sic ceperitis nos inde ac de omni eo quicquid pro meliori cognitione premissorum feceritis vel duo vestrum fecerint in Cancellaria nostra in octabis sancti Michaelis prox. futur ubique tunc fuerit sub sigillis vestris trium vel duorum vestrum clausis distingas & apte reddatis certiores remittend nobis Interrogator predict unacum hoc breui L. R. &c.

Special' Commis. ad deliberand' possession' terrarum, &c.  
super Decret' in Cancellar'.

Rex &c. Willelmus Southton pro tempore existens & futuræ salutem Cum p quoddam finale Iudicium sive Decret' coram nobis in Curia Cancellar' nostre nuper fact' inter S. R. quer' & S. W., defens' gerend' dat' decimo nono die Octobris Anno Regni nostri vicesimo secundo ordinat' adjudicat' & decret' sit (inter alia) qd pdict' quer' heres & assignati sui medietatem cuiusdam domus sive Mesuagii cum pertinentiis scituat' in P. in dict' Com' nostro S. sibi p quandam certificationem in dict' Decreto mentionat' seposit' in tam amplis modo & forma prout eadem medietas domus & mesuag' pdict' p certificationem pdict' seposita & divisa esset versus pdict' quer' heredes & assignat' suos ac omnes p vel subter ipsum claman' haberent tenerent & gauderent iura tenorem cuiusdam ordinis sive Decreti super auditu materie inter partes pdict' fact' Cumq; pdict' def. cum brevi nostro de Injunctione pro possessione pmissorum in complement' Decreti pdict' emanat' debite inserbit' fuit eidem tamen obtemperare omnino recusavit Scitis igitur qd dedimus tibi plenam potestatem & auctoritatem ad & in pdict' medietatem domus sive mesuagii cum pertinentiis pdict' sic ut pfertur p Decret' pdict' dicto quer' adjudicat' & decret' & sibi p certificationem pdict' seposit' & limitat' accedendi intrandi & ingrediendi Ac quamcunq; personam sive quascunq; personas possessionem medietatis domus sive mesuagii pdict' contra tenorem Decreti pdict' detinend' a possessione eiusdem eliciendi & amovendi dictumq; quer' heredes & assignat' suos in plena quiete & pacifica possessione pdict' medietatis domus sive mesuagii cum pertinentiis & cuiuslibet inde partis & parcel' ponendi locandi stabiliendi & conservandi Et ideo tibi mandamus qd immediate post receptionem huius brevis nostri ad medietatem domus vel mesuag' pdict' sic ut pfertur

dictum Decretum p̄fat quer adjudicat & sibi p̄ divi-  
sionem p̄dict seposit & allocat ac in eadem divisione  
p̄ certificatione particulariter nominat & exp̄s ac  
edas ac si necesse fuit intretis & ingrediatis ac quam-  
vis personam sive quascunq̄ personas possessionem  
h̄m contra tenorem Decreti p̄dict detinend sine dila-  
tione ejicias & amoveas Ac plenam quietam & pacifi-  
cam possessionem p̄dict medietatis domus sive messuag-  
p̄dict cum pertind sic ut p̄fertur p̄dict quer adjudicat  
seposit & limitat ac cussilibet inde partis sive parcellę  
a manus tuas capias recipias talemq̄ possessionem  
p̄ te captam & habitam p̄dict quer & assignat suis  
liberes indilate Ipsumq̄ quer tenend & assignd suos  
hujusmodi plena & quietam & pacifica possessione dictę  
medietatis domus sive messuagii p̄dict cum pertind  
ut p̄fertur dicto quer adjudicat & seposit & cu-  
silibet inde partis & parcellę de tempore in tempus  
quoties interruptio quevis illat fuit aliqualitę  
nearis & conserbes seu conserbi facias juxta tenorem  
Decret p̄dict Et hoc nullanus omittas quovismodo  
Teste &c.

Commissio recipere responsionem & assignare Guardi-  
anum pro Lunatico.

Rex &c. salutem Cum A. B. & C. D. quer quan-  
tam queremoniam suam coram nob̄ in Canc̄ n̄ra nuper ex-  
quer versus E. F. def. Cumq̄ accepimus quod dictus  
def. racōne senectutis sue insane memorie est & p̄inde  
minus sufficiens lectam predictam respondere & defen-  
dere Nos statum ipsius def. in hac parte prospicere  
volentes sciatis igitur qđ nos de fidelitatibus & probi-  
tatis circumsp̄ctionibus vestris plurimum confidend ac  
in complem̄d cussuldam Ordin̄ inter partes p̄dict  
act gerend dat &c. assignabimus vos ac tenore p̄sen-  
tum damus vobis tribus &c. plenam potestatem &  
authoritatem p̄fat def. accedend inspiciendi & exami-  
nandi ac si sit insane memorie tunc Guardian̄ ejusd  
def.

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def. nominand & appunctuand Et ideo vobis &c. mandamus quod ad certum diem & loc quos ad hoc probideritis ad p̄fat def. si comode ad vos laborare non possit accedatis ac ipsum def. viis & modis quibus sup statu suo melius possitis informare circumspecte inspicriatis & examinetis Ac si inveniatis quod d̄cus def. sit insane memorie tunc Guardian dict def. ad respondend & defendend sectam p̄dictam nominetis & appunctuetis Et cum sic feceritis tunc nos de nomine dicti Guard & de toto facto & progressu vestris in p̄miss in Canc̄ nostram sine dilatione ubicunq tunc fuerit sub sigillis vestris tribus &c. claus̄ distincte & aperte redatis certiores hoc breve n̄rū tunc nob̄ etiam remittend Teste &c.

*To the Right Honourable Sir Nathan Wright Knight  
Lord Keeper of the Great Seal of England.*

We whose Hands and Seals are here under subscribed and set, do humbly certify, that by virtue of his Majesties Commission out of the High Court of Chancery, to us and others directed, and to these presents annexed, the day of the date of these presents, we went unto J. B. in the said Commission mentioned, being in his own House in the Town of K. &c. when and where after strict Inspection and Examination made according to the Tenor of the said Commission, we found the said J. by reason of Age and other Infirmities to be of very un-sound Memory and Understanding, and no way sufficient or fit the said Suit in the said Commission mentioned to answer unto or defend. And therefore in pursuance and obedience to the said Commission and Order therein mentioned, we have nominated and appointed, and by these presents do nominate and appoint W. S. of the Town of K. Gen. Guardian of the said J. B. the said Suit to answer and defend, as by the said Commission is commanded. All which we humbly certify, and submit to the consideration of this Honourable Court. In testimony

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any whereof we have hereunto set our Hands and  
ls, &c.

Commis. ad separand' terras.

Item &c. dilectis sibi &c. Sciatis quod nos de fidelitatis  
& prohibitis circumspeditionibus vestris plurimum  
confident assignabimus vos ac tenore presentium damus  
vobis &c. plenam potestatem & auctoritatem (in com-  
muni) cuiusdam Ordinis coram nobis in Cur' Cancellar'  
re nuper fact' & reddit' inter Johem Cudworth Cleric'  
rektor' de Kinwarton in Com' Warwick quer' & Johem  
Portescue Ar. def. gerend' dat' 13 die Novembris ult'  
terit') in sept' parcelas terrarum vocat' Parsons Close,  
Great Rye-piece, Larkwell Meadow and Old Acre pcell'  
baner' de Meetley in Com' War' pdict' ac in ordine  
dicto mentionat' intrandi & ingrediendi easq; pambus-  
andi & supvidendi ac ex eisdem terris p metas & bun-  
as separandi seponendi & distinguendi tantas terras  
que tempore Inductionis pstat quer' in Rectoria pdict'  
de valore tresdecim librarum p annum (& non pluris)  
merint dimitti p annis vel p vita habend' & gaudend'  
pdict' quer' & successoribus suis Ac p meliori pgressu  
vestro in pmiss' damus vobis tribus vel duobus vestrid'  
consentem potestatem & auctoritatem testes quoscunq;  
partes pdictas seu earum alterum pducend' de & super  
quibusdam articulis sive inter' que idonea fore videritis  
ad veritatem pmiss' illustrand' seu inventiend' diligent'  
examinand' & supvidend' examinationes testium inter  
partes pdict' antehac cap't Et ideo vobis &c. mandamus  
q'd certis diebus & horis ad hec congruis & op-  
portunis ad terr' & pmiss' pdict' accedatis eaq; intretis  
& ingrediamini ac partes pdictas testesq; suos coram  
vobis &c. venire faciatis & evocetis ac ipsos testes & eor'  
quemlibet p se separatim de & super inter' pdictis sup  
sacramenta sua tact' p ipsos prius coram vob' &c. sacros  
sanctis Dei Evangeliiis corporalit' pstand' diligent' exa-  
minetis Ac tunc superinde qm' omnibus aliis viis  
modis

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modis & mediis licitis omni Executione pmissis diligenter intendatis ac Terr' p'dict' ut p'fertur si poteritis p' metas & bundas sepetis seponetis & distinguatis sed si sepal' parcell' terr' p'dict' sup' Evidenciam p'dict' apparuerunt non excedere valor'em tresdecim librar' p' annum tempore p'dict' tunc omnes totas parcellas terr' p'dict' p' metas & bundas seperetis seponetis & distinguatis Habend' Tenend' & gaudend' p' p'dict' facien' in p'missis secundum directionem veramq' intentionem Ordinis p'dicti cujus tenorem vobis mitemus p' latozem p'sentium Et cum sic feceritis Nos totis factis & p'gressis vestris in p'missis in Canc' n'r' p'dict' (the Ret') ubicunq' cum fuerit p' certificationem vestram in scriptis in Pergameno redact' sub sigillis vestris trium vel duorum vestrum claus' distinde aperte reddatis certiores hoc breve nob' etiam remittend' Weste &c.

### Commissio Specialis ad succidend' Arbores.

Rex &c. Dilectis sibi &c. salutem Sciatis q'd Nos de fidelitatibus & p'vidis circumsp'ctionibus vestris plurimum confiden' assignavimus hos ac tenore p'sentium damus vobis &c. plenam potestatem & auctoritatem (in complemen' cusu'dam Ordini coram nob' in Curia Cancell' n're nup' fact' & reddit' inter A. B. & al' p' Guard' querentes R. L. & al' Defendentes p'ceden' dat' quarto die Martii ult' p'terit') In Maner' terr' tenemen' Boscos & Paeremium sup'inde crecentem in Com' n'ro L. in queremon' dictor' quer' & in ordine p'dict' mentionat' intrandi & Ingrediendi eol'q' pambulandi & sup'videndi & talem partem esuldem Paeremii que jam delapla vel delapsura est p'tercedendi & succidendi qual' p'strata & succisa levabit vel faciet summam quingentar' librar' p'ter omni' al' necessitat' expens' ad eadem p'ineu' p'termittend' Eskover (Angl' Elthovers) p' tenend' Et postea Paeremium & Boscos p'dict' p'straveritis & succideritis eol'dem vendendi ad extremum

remum valorum Et ideo vobis &c. Mandamus quod  
 diebus & horis ad hec congruis & opportunis  
 paner Terr Tenement & Boscos predict accedatis  
 & intretis & ingrediamini Ac omnibus viis modis  
 mediis licitis omni Executione premissor diligent  
 tendatis ac Paeremid predict ut prefertur pferri luc  
 di & vendi causetis ad valorum predict Ac quicquid  
 ratione premissor levabitur vos pferat (Name two of the  
 commissioners) recipiatis & predict querent A. B. & al  
 assignat suis de tempore in tempus debito modo  
 solvatis & satisfaciatis donec pecunia & expens p  
 ut prefertur levand & satisfaciend fuer facien  
 pmissi juxta tenorem veramque intentionem Ordin  
 ejus tenorem vobis mittimus p latorem presentium  
 esse &c.

Commissio ad examinand Testes ex assensu partium  
 omnium.

Rex &c. Dilectis sibi &c. salutem Cum quedam ma  
 ria litis & differentie coram nobis in Canc nra inter  
 nup orta & mota & adhuc indecisa & indeterminata  
 det Sciatis quod nos de fidelitatibus & pvidis cir  
 mspersionibus vestris plurimum confidem assigna  
 mus vos ac tenore presentium in complemen ejus  
 m Ordinis geren dat &c. damus vobis tribus vel  
 quibus vestrum plenam potestatem & auctoritatem ex  
 uno libro & unanimi consensu & assensu partium p  
 & earum cujuslibet testes quoscunque de & sup quis  
 dam Interrogat p partes predict pducend tam ex  
 parte predict quer qm ex parte predict def. vobis tribus  
 vel duobus vestrum ministrand seu deliberand dili  
 gent examinand Et ideo &c. (ut in general Comd)

Commissio ad Emendum Errores in Depositionibus.

Rex dilectis &c. salutem Cum varie lites & Con  
 versie nup mot & ort sunt ac in Canc nostra ad  
 huc

huc pendet indecis & indeterminat inter A. B. que  
 & C. D. def. Cumq; nos p Examinatione testium in  
 partes p̄dict vob tribus vel duobus vestrum Commis  
 sionem nostram nup direximus ad cuius Executionem  
 Examinatio C. F. sup Interr' ei ex parte quer' ex  
 hib' non ingrossat fuit sicut examind dict F. sed  
 posit & ingrossat fuit Deposit cuiusd A. B. unius alie  
 testium ex parte dicti quer' examinat ac quedam dep  
 sitiones dict C. F. ingrossantur & certificantur p  
 Error' & negligenc' trium Clericor' ad Ingross' de  
 positiones p̄dict apud Executionem Comd p̄dict  
 punctuat sicut p Certificat dictor' J. B. & A. R. v  
 or' Commiss' p̄dict nob plen' liquet & apparet Sci  
 tis igitur qd nos de Fidelitatibus & magis p̄vid  
 circumspectionibus vestris plurimum confiden' assu  
 navimus vos ac tenore p̄sentium Damus vobis tribus  
 vel duobus vestrum potestatem & auctoritatem Depo  
 sitiones p tres vestrum in Curiam nostram anteq  
 retorid ac jam in p̄sentibus interclus' & vob retorid  
 diligent' comparand ac pficiend ac omnes Errores  
 eadem Commiss' corrigend & emendand juxta veter  
 Original vobiscum seu aliquo vestrum jam remane  
 Et Ideo vob tribus vel duobus vestrum Mandamus  
 qd ad certos diem & loc' quos ad hoc p̄videritis Ex  
 cuc' hujus nostri Comd diligenter intendetis ac Depo  
 sitiones sic vob missas circumspecte p̄vide & sollicit  
 comparatis corrigatis & perficiatis cum Originalib  
 p̄dict Et cum sic feceritis tunc nob in Curia Can  
 nostre sine dilatione ubicunq; tunc fuerit de To  
 facto & de Depositionibus p̄dict sic comparat correct  
 pfect sub sigillis vestris trium vel duorum vestrum  
 claus' distinde & aperte mittatis & hoc breve, Test  
 Rege &c.

Commissio ad examinand<sup>9</sup> Testes in partibus transmarinis & administrandum Sacramentum Interpretatori.

Rex &c. dilectis sibi &c. salutem Sciatis qđ nos de fidelitatibus & p̄bidis circumspectionibus vestris plurimum confidem<sup>9</sup> juxta directionem duor<sup>9</sup> separat<sup>9</sup> p̄dict<sup>9</sup> coram nob<sup>9</sup> in Cur<sup>a</sup> Cane<sup>9</sup> nostre in Anglia inter A. B. quer<sup>9</sup> & C. D. def. nup<sup>9</sup> fact<sup>9</sup> quorum unus gesserat dat<sup>9</sup> &c. alt<sup>9</sup> &c. assignavimus vos ac tenore p̄sentium Damus vobis tribus vel duobus vestrum plenam potestatem & auctoritatem testes quoscunq<sup>9</sup> de & super quibusdam Inter<sup>9</sup> tam ex parte p̄fat<sup>9</sup> quer<sup>9</sup> q̄nd<sup>9</sup> ex parte p̄fat<sup>9</sup> Def. seu ear<sup>9</sup> partium alterius vobis tribus vel duobus vestrum ministrand<sup>9</sup> seu deliberand<sup>9</sup> diligent<sup>9</sup> examinand<sup>9</sup> ac etiam p<sup>9</sup> meliori examinatione Testium p̄dict<sup>9</sup> Damus vobis tribus vel duobus vestrum ulteriorem potestatem & auctoritatem sacra<sup>9</sup> administrandi alicui Interpretatori sive aliquibus Interpretatoribus fidel<sup>9</sup> & linguis p̄t<sup>9</sup> p<sup>9</sup> sacra<sup>9</sup> Dei Evangelia Corpora<sup>9</sup> l<sup>9</sup> p̄st<sup>9</sup> Interrogatoria p̄dict<sup>9</sup> & Testium Depositi<sup>9</sup> ones bene & fidelit<sup>9</sup> Interpretari si necesse fuerit Et ideo vob<sup>9</sup> tribus vel duobus vestrum mandamus qđ ad domū mantionat<sup>9</sup> p̄fat<sup>9</sup> C. D. in Civit<sup>9</sup> de A. in Holland<sup>9</sup> in partibus transmarinis ad certos dies quos ad hoc p̄videritis 25 die mensis stilo veteri p̄r. futur<sup>9</sup> conveniatis & assembletis ac de die in diē in Executione p̄missor<sup>9</sup> sedeatis & testes p̄dict<sup>9</sup> coram vob<sup>9</sup> tribus vel duobus vestrum venire fac<sup>9</sup> & evocetis ac ipsos Testes & eorum quemlibet p<sup>9</sup> se separatim de & super Inter<sup>9</sup> p̄dict<sup>9</sup> super Sacramenta sua tact<sup>9</sup> p<sup>9</sup> ipsos p̄ius coram vob<sup>9</sup> tribus vel duobus vestrum Sacrosanctis Dei Evangeliiis corporalit<sup>9</sup> p̄st<sup>9</sup> diligent<sup>9</sup> examinetis ac omni executione p̄missor<sup>9</sup> diligent<sup>9</sup> intendatis Examinationesq<sup>9</sup> suas super eisdem recipiat<sup>9</sup> & in scriptis in Pergameno redigatis & cum illas sic ceperitis eas nob<sup>9</sup> in Cane<sup>9</sup> nostram p̄dict<sup>9</sup> in Angl<sup>9</sup> sine dilacione ubicunq<sup>9</sup> tunc fuerit sub sigillis vestris trium vel duorum vestrum

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strum clausū distinde & aperte mittatis unacū h  
breve Teste Rege &c.

Commissio recipere responsionem si non sit Lunaticus.

Rex &c. dilectis sibi &c. salutem Cum A. B. quer  
quandam Petitionē coram nob in Canc nostra  
C. D. Def. nuper ex hūit qd̄ eidem Def. p breve  
nostrum nuper pcepimus qd̄ esset coram nob in dicta  
Canc nostra ad certum diem jam p̄erit petitioni p̄  
responsur qd̄q̄ informatione dicti Def. jam nup In  
tellerimus p̄dict C. D. Lunaticus fore supposit  
ideo petitioni p̄dict respondend non debuisse Sciatis  
igitur qd̄ nos de fidelitat & p̄vidis circumspectionibus  
vestris plurimum confidend assignabimus vos ac tenore  
p̄sentium damus vobis tribus vel duobus vestrum po  
testatem & auctoritatem ipsum utrum idoneus vel suf  
ficiens sit ad respondend petitioni p̄dict diligent exami  
nand Et ideo vob tribus vel duobus vestrum manda  
mus qd̄ ad certos dies & loca quos ad hoc p̄videritis  
ad p̄fat C. D. si commode ad vos laborari non possit  
accedatis ac ipsum C. p̄ sufficientia se petitioni p̄  
dict responsur diligent examinetis & si ipsum C. suf  
ficiend vel Idon ad id faciend inveneritis tunc ipsum  
C. D. de & super materia petitionis p̄dict diligent  
etiam examinetis & si ipsum C. sufficiend vel Idone  
um ad id faciend inveneritis tunc ipsum C. D. de & sup  
materia petitionis p̄dict super Sacramentum suum p̄  
Sancta Dei Evangelia corporalit p̄stant diligent ex  
aminetis responsioneinq̄ suam eidem petitioni faci  
end recipiatis & in scriptis in Pergameno redigatis  
ac ipsa res sic in Pergameno redact sub sigillis ves  
tris trium vel duorum vestrum clausū distinde & apte  
in dictam Canc nostram in &c. ubicunq̄ tunc fuerit  
mittatis ut inde fieri faciamus quod ad Equitatem  
consonand fore videbitur Teste Rege &c.

Commissio ad recipiend' Scripta per respons' confessa.

Rex ꝛc. dilectis sibi ꝛc. salutem Cum ꝑ quendam  
Ordin' coram nob in Canc' nostra gerend' dat ꝛc. fact'  
inter A. B. quer' & C. D. Def. quoddam breve nostr'  
de Subpena s'us p'fat C. D. concess. erat qđ idem C.  
in ꝑꝑia ꝑsona sua esset Coram nob in dicta Canc'  
nostra ad certum diem jam ꝑteritum in dicto brevi  
nostro content' deferens secū quedam Feoffament'  
sibi & aliis fact' de duobus Messuagiis & quibusdam  
terris in C. in Com' H. ꝑꝑout ꝑ Ordin' & h'ꝛ ꝑdict'  
plenus appareat ac idem C. adeo impotens existit  
qđulq' Cur' Canc' nostre ꝑdict' ad diem illum ad defer-  
rend' Feoffament' ꝑdict' absq' maximo corporis sui pe-  
riculo laborare non sufficit ut accepimus Sciatis igit'  
qđ dedimus vobis tribus vel duobus vestrum potesta-  
tem & auctoritatem ꝑdict' Feoffamenta de ꝑdict' C.  
super Sacramentum suum recipe Et ideo vobis tri-  
bus vel duobus vestrum mandamus qđ ad certos dies  
& loca quos ad hoc ꝑbideritis ad p'fat C. & commodē  
ad vos laborare non sufficit ꝑsonalit' accedatis ac ꝑꝑe-  
dict' Feoffament' de ꝑdict' C. sup' Sacramentum suum  
coram vobis tribus vel duobus vestrum super Sacro-  
sanctis Dei Evangeliiis corporalit' ꝑstand' diligent' ac-  
cipiatis & cum ea sic ceperitis ea nobis in Canc' ꝛc.  
in ꝛc. ubicunq' tunc fuit sub sigillis vestris trium  
vel duorum vestrum distincte & aperte mittatis & hoc  
breve Teste Rege ꝛc.

Commissio ad examinandum Testes ad probandum  
Computum.

Rex ꝛc. dilectis sibi ꝛc. Sciatis qđ nos de fidelita-  
tibus & ꝑꝑovidis circumspectionibus vestris plurimum  
confidēd' assignabimus vos ec tenore ꝑsentium damus  
vobis tribus vel duobus vestrum potestatem & auctori-  
tatem in Complemēd' cūsusdam Ordin' in Cur'  
F f Canc'

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Canc nre, Inter A. B. quer & C. D. Def. sup auditu materie litis inter partes pdict fact gerend dat &c. testes quoscunq tam ex parte pstat quer quam ex parte pdict Def. seu ear pium alterius de & super quibusdam Interi vob tribus vel duobus vestrum ministrand seu deliberand ad proband sive illustrand materiam computi inter partes pdict p Ordind pdict fiend diligent examinand Et ideo vobis tribus vel duobus vestrum mandamus qd ad certos dies & loc quos ad hoc pvideritis testes pdict coram vob tribus vel duobus vestrum venire fac & evocetis ac ipsos testes & eorum quemlibet p se separatim de & sup Sacramenta sua tact p ipsos prius coram vobis tribus vel duobus vestrum Sacrosanctis Dei Evangelis corporalit pstand diligent examinetis examinationesq suas sup eisdem recipiatis & in scriptis in Pergameno redigatis Et cum illas sic ceperitis eas nob in dictam Cancellar nostram in &c. ubicunq tunc fuerit sub sigillis vestris trium vel duorum vestrum claus distincte & aperte mittatis unacum Interi pdict & hoc brevi Teste Rege &c.

## Commissio alia ad Examinand Testes tangens Computum.

Rex &c. dilectis sibi &c. salutem Sciatis qd nos de fidelitatibus & pvidis circumspectionibus vestris plurimum confidem juxta directionem trium sepaf ordind coram nob in Cur Canc nostre fact inter A. B. quer & C. D. Def. quorum unus dat gerit &c. alter &c. & ulterius &c. ac etiam cujusdam relacon sup duos prior Ordind fact p J. F. Mil unum Magistro Cur Canc nre inter partes pdict gerend dat &c. assignavimus vos ac tenore pntium damus nobis tribus vel duobus vestrum plenam potestatem & auctoritatem testes quoscunq de & sup quibusdam Interi tunc ex parte pstat Def. quam ex parte pdict quer seu earum partium alterius vob tribus vel duobus vest

mini

ministrand seu deliberand p Clarificatione materie tangend computum in Ordin & relatione pdict mentionat & expres diligent examinand Et ideo &c. (ut supra) Teste &c.

Commissio specialis Magistro ad examinand' Defendentem & Testes tangens Computum.

Rex &c. Johi Francklyn Mil un Magistro' Cur Cancellarie nostre salutem, Sciatis qd nos de sis delicate & probida circumspectione tua plurimum confidentes assignabimus te ac in Complemen quorundam Ordin coram nob in dicta Curia nostra Inter A. B. quer & C. D. & al Def. nup fact & reddit quorum unus dat gerit &c. al &c. & ultius &c. damus tibi plenam potestatem & auctoritatem dictum Def. C. D. & Testes quoscunq tangend computum in Ordin pdict mentionat vel aliquam aliam rem computum pdict tangend de & super quibusdam Inter sive aptis questionibus tibi p partes pdict seu earum aliquam ministrand tam ex parte dict quer quam ex parte dicti Def. C. D. seu earum partium alterius diligent examinand Et ideo tibi mandamus qd ad certos dies & loc quos ad hoc pvideritis Def. & Test pdict coram te venire fac & evoces ac ipsos & eorum quemlibet p se sepatim de & sup Inter sive aptis questionibus pdict tangend computum pdict vel aliquam aliam rem ut pmittitur super Sacramenta sua tact p ipsos prius coram te Sacrosanctis Dei Evangeliiis corporalit pstand diligent examineris Examinationesq suas sup eisdem recipias nosq de toto facto & pgressa tuo in pmissis p Relacon tuam in scriptis reddas certiores faciens in pmissis iuxta tenorem & veram Intention Ordin pdict Teste Rege &c.

## Commissio ad Examinand' Sequestratores.

Rex ꝛc. dilectis sibi ꝛc. salutem Cum ꝑ quendam  
Ordin in Cur Cancellar' nostre nup fact ꝛ reddit  
inter A. B. quer ꝛ C. D. Def. gerend dat ꝛc. Ordi-  
nat existit (inter alia) qđ J. F. Mil in Canc' nostra  
pdict Magistroꝝ' unus revideret Relationem suam ge-  
rend dat ꝛc. ꝛ ad certitudinem reduceret Comput tan-  
gen ꝑfic terr seqat sup sacra sequor in Ordin ꝑ  
mentionat Sciatis qđ nos de fidelitatibus ꝛ providis  
circumspectionibus vestris plurimum confiden assig-  
navimus vos ac tenore ꝑsentium tam in Complimen  
Ordin pdict quam directionis dicti Magistri Cur  
nostre pdict supinde die ꝑ relationem suam  
dat damus vobis tribus vel duobus vestrum potestatem  
ꝛ auctoritatem Sequestr' pdict tres vel duos eor tan-  
gen materiam pdict diligent examinand Et ideo  
vob tribus vel duobus vestrum mandamus qđ ad cer-  
tos dies ꝛ loc' quos ad hoc ꝑvideritis Sequestrator ꝑ  
tres vel duos eorum coram vob tribus vel duobus ves-  
trum venire fac ꝛ evocetis ac ipsos sup sacra sua  
fact ꝑ ipsos ꝑius coram vob tribus vel duobus vestr  
Sacrosanctis Dei Evangeliiis corporalit ꝑstand tan-  
gen materias pdict diligent examinetis Compag sua  
sic ꝑ vos tres vel duos vrend capt in scriptis in Perga-  
meno redigatis ꝛ cum ill' sic ceperitis id nob in Can-  
cellar' nostram pdict sine dilatione ubicunꝑ tunc fuer  
reddatis certiores ꝛ hoc brebe factur in ꝑmis jura  
tenorem ꝛ veram intentionem Ordin ꝛ relationis ꝑ  
cujus tenore vob mittimus ꝑ latozem ꝑsentium Test  
Rege ꝛc.

## Commission to a Master upon Account and Discount.

Rex ꝛc. dilecto ꝛ fideli suo W. C. mil uni Ma-  
gistroꝝ' in Cur Canc' nostre salutem Sciatis qđ dedi-  
mus tibi plenam potestatem ꝛ auctoritatem testes  
quos

quoscunqꝫ supꝫ sacramenta sua ad pbandꝫ & pateficiendꝫ  
veritateꝫ computi ac receptioni & solutioni pecunꝫ vel  
alicujus alius rei computi pꝫ concernendꝫ & adhuc non  
exatꝫ iuxta tenorem & veram intencionem cuiusdam  
ordiniꝫ gerendꝫ datꝫ &c. intꝫ &c. factꝫ & redditꝫ diligentꝫ  
intendas ac adhibetꝫ testibus pꝫdictis & eorꝫ cuiꝫ sacra  
supꝫ sancta Dei Evangelꝫ coraꝫ te corporalitꝫ pꝫstandꝫ ipsos  
de veritate diligentꝫ examinandꝫ ac omnia & singula facꝫ  
& exequaris iuxta tenorem & veram intencionem Or-  
dinis pꝫdicti Et cum hec feceritis tunc nos de veritate  
qua poteris in Curꝫ Cancꝫ nostrꝫ pꝫdictꝫ reddas certiores  
L. R. &c.

Commissio ad examinandꝫ testes tangenꝫ Computꝫ in rure.

Rex &c. Dilectis sibi &c. salutem Sciatis quod nos  
de fidelitatibus & pꝫvidis circumspectionibus vestris  
plurimum confidentes assignavimus vos ac tenore pꝫ-  
sentium damus vobis tribus vel duobus vestrum po-  
testatem & auctoritatem in complemendꝫ cuiusdam or-  
dinꝫ in Curꝫ Cancꝫ nostrꝫ intꝫ &c. super auditu materie  
litis inter partes pꝫdictꝫ factꝫ gerendꝫ datꝫ pꝫsentium testes  
quoscunqꝫ tam ex parte pꝫdictꝫ querꝫ quam ex parte dictꝫ  
def. seu earꝫ pꝫrium alterius de & super quibusdam  
interꝫ vobꝫ tribus vel duobus vestrum ministrandꝫ sive  
deliberandꝫ tangendꝫ sive concernendꝫ materias in ordinꝫ  
pꝫdictꝫ specificatꝫ diligentꝫ examinandꝫ Et ideo vobis  
tribus vel duobus vestrum mandamus quod ad certos  
dies & locꝫ quos ad hoc pꝫvideritis testes pꝫdictos coraꝫ  
vobis tribus vel duobus vestrum venire facꝫ & evocetis  
ac ipsos testes & eorum quemlibet pꝫ se separatim de &  
super sacraꝫ sua tactꝫ pꝫ ipsos pꝫius coraꝫ vobꝫ tribus  
vel duobus vestrum sacro-sanctis Dei Evangelꝫ corpo-  
ralitꝫ pꝫstandꝫ examinetis examinationesqꝫ suas super  
eisdem recipiatꝫ & in scriptis in pergamento redigatis  
Et cum illꝫ sic ceperitis eas nobꝫ in dictam Cancꝫ nostram  
&c. ubicunqꝫ tunc fuerit sub sigillis vestris trium vel  
duorum vestrum clausꝫ distincte & aperte mittatis una-

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Cum tenore preb & hoc huius faciend in premis iuxta directionem veramq intentionem ordin pdict cuius tenorem vob mittimus p latozem pntium Teste Rege &c. scdm dat ordin.

Commissio ad examinand' Opifices super contempt'.

Rex &c. Dilectis sibi &c. salutem Sciatis qd nps de fidelitatibus & pvidis circumspectionibus vestris plurimum confiden assignavimus vos ac tenore presentium damus vobis tribus vel duobus vestrum potestatem & auctoritatem T. B. R. W. &c. tangend contempt per dictos T. R. &c. perpetrat ut dicitur in quadam materia int A. B. quer & C. D. def. de & super quibusdam inter pntibus interclus diligen examinand Et ideo vobis tribus vel duobus vrm mandamus qd ad certos dies & loc quos ad hoc pvideritis pstat T. R. &c. coram vob tribus vel duobus vrm venire fac & evocetis ac pdict T. R. &c. & eorū quemlibet p se separatim de & super inter pdict sup sacra sua tact &c.

Label Dilectis &c. tribus vel duobus eor ad ex.  
Browne Williams &c. super inter minis  
Grand int &c. sup nos sex dies def. & partib  
pdict ret oct Hill.

A Commission to Plead, Answer and Demurr for a Colledge, and to take Plea, Answer and Demurrer for other Defendants.

Rex &c. salutem Cum W. F. Clericus quer quand petitionem coram nob in Canc nra versus Magistros Socios & Scholar Collegii de P. in Universitat Oxon. R. S. & F. P. def. nup exhibuer Adq eisdem def. p breve nostrum pcepimus qd essent coram nob in dicta Cancellar nostra ad certum diem jam pterit pconit

petitiōi p̄dictę responsur' Sciatis tamen qđ nos de fidelit'atibus & p̄vidis circumspectionibus v̄ris plurimum confiden' assignavimus vos ac tenore p̄sentium damus vobis tribus vel duobus vestrum plenam potestatem & auctoritatem juxta directionem dicte Curie nostre sp̄ialem responsiones p̄fat' magistror' socior' & scholar' p̄dict' aut p̄lita sive mora'ões suas eidem petitiōi fiend' sub sigillo Collegii p̄dicti capien' & recipien' nec non responsiones dicto R. S. & F. M. super sacra suam tact' p̄ ipsos p̄ius coram vob' tribus vel duobus vestris sacrosanct' dei Evangel' corporalit' p̄stend' aut p̄lita sive mora'ões suas sup' sacra sua aut absq' sacris suis p̄stend' eidem petitiōi fiend' cujus tenorem vob' mittimus p̄sentibus interclus' recipiendi Et ideo vobis tribus vel duobus vestrum mandamus quod ad certos dies & loc' quos ad hoc p̄videritis ad p̄fat' def. si cōmode ad vos laborare non possint accedatis ac responsiones placita sive mora'ões p̄dict' magistror' socior' & scholar' p̄d' sub sigillo dicti Collegii capiat' & recipiat' & responsiones placita sive mora'ões p̄dict' R. S. & F. M. super sacra aut absq' sacris suis p̄stend' capiat' & recipiat' Et cum sic feceritis tunc responsiones placita sive mora'ões p̄dictor' magistror' socior' & scholar' sub sigill' dicti Collegii confect' & responsiones placita sive mora'ões dictor' Ric' Seymor & F. M. in dictam Canc' nostram &c.

Commissio Vic' pro possessione super Decret'.

Rex &c. Vic' M. salutem Cum quedam materia litis & controversie pendebat nuper coram nob' in Canc' nra inter A. B. quer' & M. dn̄am St. John vid' & J. H. def. de p' & concernen' titulo cujusdam messuagii ac diversar' terrar' tenementor' & hereditamentor' messuagio p̄dict' p̄tinen' scituat' facien' & existen' in &c. Com' nostro M. p̄dict' annui valoris cent lib' nuper in tenur' sive occupatione cujusdam T. M. super auditu cujusquidem materie coram nob' in dicta Concell' nra

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habet possessio pmissor' cuiusdam C. p eandem Cur' nram  
 adjudicat' & decret' fuit Cumq; eciam nob' & Cur' Cane  
 nostre pdict' ex pte diti Eord' nuper ostens' & demon-  
 strat' erat qd ipsa pstat M. & J. H. possessionem pmiss-  
 sor' pstat Eord' tradere & relinquere omnino recu-  
 saret easdemq; eid' Eord' assignare seu conveiare juxta  
 veram intentionem Decret' sive Judicii pdict' sicut de-  
 negaret quod nolumus sic uti nec debemus aliqualit'  
 tolerare Sciatis igitur qd dedimus tibi tenore plen-  
 rium plenam potestatem & auctoritatem ad Messuag'  
 pdict' accedendi & ingrediendi ac plena & pacifica pos-  
 sessionem inde & cusuilibet part' inde accipiendi & reci-  
 piendi ac talem possessionem sic pte cap' pstat Eord'  
 tradendi & deliberand' Et ideo tibi mandamus qd im-  
 mediate post receptionem hujus brevis nostre Com-  
 missionis ad messuag' & terras pdictas cum p'ind' accedas  
 ac possession' inde & cusuilibet partis & parcelle inde  
 capies in manus tuas & recipies & cum ill' sic ceperis  
 tunc ipso pstat Eord' quietam & pacificam possessionem  
 pmissor' & cusuilibet inde p'is & p'celle grades & deli-  
 hes seu delibari fac' juxta veram intentionem decreti  
 Ac ipsum pstat C. in possessione pmissor' sic parte poss'  
 de tempore in tempus quotiescunq; necesse & opportund'  
 fuerit contra omnes & omnimod' perturbacões & inter-  
 ruptiões quascunq; conservari preservari & incolumem  
 reddi facias Et hoc sub pena pericul' incumbend' nulla-  
 tenus omittas Teste &c.

*Words of course to add a Certificate in Breve de Execu-  
 tion' Decret' Ordin'.*

Cumq; eciam Regius dicte Cur' nostre nob' in pmiss'  
 Certif. in hec verba.

A Commission to review Incroachments in Building.

Rex &c. Sciatis &c. qđ nos de fidelitatibus & probis  
circumspectionibus vestris plurimum confiden-  
dum directionem relationis J. F. Mil unius Ma-  
gistror Cur Canc nostre inter Johem Heron Ar quer  
Janam Woodcock Executricem W. W. defunct &  
Johem Freeman & al def. gerend dat 17 die febzuaris  
instan assignavimus vos ac tenore pntium damus  
vobis vel duobus vestrum potestatem & auctoritatem  
superbideendi pmissa in questione inter pres pdict & con-  
siderandi inchrochiamenta facta p utramq partem in  
sup sold alterius & alia expensa pntum cōior Anglice  
Party Walls & lignei frontispicii & pavamenti officine  
mencōnat in quodam ordine dicte Cur nostr inter pres  
pdict fact gerend dat secundo die Julij anno regni  
nostri tricesimo secundum directionem ordin pdict  
Et ideo vob tribus vel duobus vestrum mandamus  
qđ certis diebus & horis ad hoc congruis & opportunis  
pdict accedatis eademq superbideatis En-  
chrochiamentaq p utramq prem in & sup alterius so-  
lum ac alia expensa pntum cōior & lignei frontispicii  
& pavamenti officine pdict consideratis facien in p-  
miss secundum directionem ordin & relationis pdict  
& cum sic feceritis nos de toto facto & pgressu vestr in  
miss in Canc nram pdict sine dilatione ubicunq  
tunc fuerit p certificationem vestram reddatis certiores  
L. R. &c.

Commission special to bring an Infant that sues by her  
Guardian out of his and the Defendants hands.

Rex &c. Omnibus & singulis Majoribus Vicecomi-  
tibus Ballivis Sub-ballivis Constabular ac omnibus  
& officiar quibuscunq ad conserband pacem nostram  
appunctuat & eoz cuile salutem Cum per quendam  
ordinem coram Domino Jac secundo nup Rege Angl  
&c.

ꝛc. in Cur' Canc' sue nup fact inter Sara Moyle Infant  
 p Guard quer & Susan Moyle def. gerend dat ꝛc. ordinat  
 sit quod quidam Tho. Long guard p Sara infant sit  
 constitutus & dictam Infant in custod sua reciperet  
 Et pdict Susan Moyle p Ordin pdict pcept fuit  
 pstat Sara Infant pdict Thom Long delibare unact  
 omnibus suis vestimentis & ornamentis Cumq pstat  
 Susanna Moyle in contempt dicti Ordin & Cur nostr  
 dictam Infant Sara Moyle pstat Thom Long licet  
 abinde pstat Susan septius requisit fuit nondum deli-  
 bavit sed pdict Susan pstat Sara Infant in custodia  
 sua adhuc detinet Sciatis igitur qd nos Ordin dice  
 Cur' nostre inviolabiliter obserbar volentes in com-  
 plemen cuiusdam al ordin dicte Curie nostr gerend  
 dat 31 die Marcij ult pterit dedimus ac tenore plen-  
 tium damus vobis & cuile vestrum potestatem & aucto-  
 ritatem in ad & sup omnia & singula messuag tenemen  
 & loca quecunq & quamlibet inde partem sive parcella  
 accedendi intrandi & ingrediendi ad inveniend pdict  
 Sar M. infant Et ideo vob & cuile vestrum mandamus  
 qd immediate post receptionem hujus brevis ad inq  
 super omnia & singula messuag tenemen & loca que-  
 cunq & quemlibet inde partem sive pcella accedatis in-  
 cretis & ingrediamini Et quod extrema vestra diligen-  
 tia utamini ad inveniend pdictam Sar M. infant & cu  
 ill inveneritis eam capiat & amoveatis & pstat T.  
 Long vel assigni suis delibetis ita qd pdict T. Long  
 pdict Sar infant in custod sua capiet & recipiat se-  
 cundum tenorem & pposit ordin pdict Et hoc nullas  
 tenus omittatis nec omittat vestrum aliquis quovis  
 modo Teste nob ipsis ꝛc.

Commis. sive Dedimus Potestatem recipere responsionem  
 Impoten'. Def.

Rex ꝛc. salutem Cum A. B. quer quandam peti-  
 tionem coram nob in ꝛc. usq; petitioni pō responsur ac  
 idem J. adeo impotens sui existit qd usq; Cur' Canc'  
 nostre

nostre pvide ad diem illum ad responsionem suam  
idem petitioni fiend absq; corporis sui periculo labo-  
rare non possit nos statum ejusdem A. in hac pte pie  
compatientes dedimus vob tribus vel duobus vestrum  
potestatem &c.

Bond super Commis. Rebellionis.

Roborint unq; p pntes nos A. B. de Westm in  
Comitat Midd ar & A. B. de Haymarket in Comd  
dict gen teneri & firmit obligari H. H. War Ma-  
gistro Rotulor in centum lib bon & legalis monet  
Angl solvend eidem H. H. aut suo certo attoznat exe-  
cutoribus vel administratoribus suis ad quam quidem  
solucionem bene & fidelit facient obligamns nos here-  
des executores & administratores nostros & quemlibet  
nostrum p se in toto & in solido firmit p pntes si-  
gillis nris sigillat Dat decimo die &c. Anno Regni  
Domini &c. Annoq; Dni 1691.

*Conditio ejusdem.*

The Condition of this Obligation is such, that if the  
above bounden A. B. Esq; shall and do personally appear  
before our Lord the King in his Majesty's High Court of  
Chancery in 15 days now after Easter next coming,  
upon a Commission of Rebellion issued out of the said  
Court against him at the Suit of A. R. and shall answer  
as well for his said Contempt, as to all such things as shall  
be then and there objected against him, and do and per-  
form what the said Court shall award in that behalf, then  
this present Obligation to be void, otherwise to stand  
and be in full force and vertue.

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### *A Certificate for choosing a Guardian.*

By virtue of a Commission to us directed out of the High and Honourable Court of Chancery in a Cause wherein *H. L.* is Plaintiff against *H. J.* Defendant, we whose Names are underwritten being thereby authorized to choose a Guardian for the said *H. J.* we do humbly certify your Lordship, that we have accordingly chosen *A. B.* of *C.* in the County of *D.* Guardian for *H. J.* to defend the said Suit for him the said *J.*

### *The Return of the Commission.*

Whereas we whose Names are underwritten have according to this Commission chosen *A. B.* Guardian to *H. J.* we have now taken the said Answer accordingly on the Oath of the said Guardian at *B.* in the County of *C.* the, &c. day of, &c. in the third Year of the Reign of our Sovereign Lord and Lady *William* and *Mary*, by the Grace of God King and Queen of *England*, &c. Annoq; Dom. 1691.

A Commission to certain Persons to divide Lands between Parties according to Order of Court.

Gulielmus tertius &c. Dilectis sibi *A. B. C. D.* Armigeris *E. F. G. H. I. K. & L. M.* Generosis salutem Cum p quendam Ordinem coram nob in Curia Cancellar' nostr' gerend dat duodecimo die Maij ult pterit fact sup auditu quarundam causarum in dicta Curia nostra pendentium inter *R. D.* Militem *Wal-* nei quer & *P. D.* Armigerum def. ac inter dict *P. D.* Arm' quer & *U.* p'fat *R. D.* Mil' *Walid* def. ordinand & adjudicatum existit qd Commissio sive Breve nostr' certis Commissionar' ex utraq; parte nominandis e dict Curia nostra emanaret terras & tenementa infra Pas rochias de *R. & S.* in Comitatu nostro de *H.* jacen & existen

existend ac in ordine p̄dicto & querend p̄fat quer coram  
 nob in dicta Curia nostra exhibet p̄ticularit̄ mentionat  
 reddit & valoris quadragintarum librarum annuatim  
 & separand dividend & apporcionand Et postea tam  
 celeritate quam potuerunt terras & tenementa annua-  
 rem redditum & valorem p̄dict sic ut p̄ferit dividend  
 & separand in duas equales p̄tes similiter iterum sepa-  
 rand & dividend Et tunc unum equalem p̄tem de p̄tibus  
 p̄dict alteri p̄fat quer statuere apporcionare & equali-  
 ter dividere p̄ eos & eor̄ hered̄ uniuscujusq̄ separaliter  
 habend teneid & fruend juxta tenorem Ordinis p̄dict  
 priatis igitur qđ nos quod justum est in hac p̄te fieri  
 volentes deq; fidelitatibus & p̄vidis circumspectionibus  
 vestris plurimum confidentes & in complementum Or-  
 dinis p̄dicti assignavimus vos ac tenore p̄sentium va-  
 mus vobis tribus vel duobus vestrum plenam potesta-  
 tem & auctoritatem diebus & horis ad hoc congruis ad  
 omnia & singula terras & tenementa p̄dict p̄sonalit̄  
 credend eaq; intrand ingrediend & sup̄vidend ac p̄inde  
 & p̄ examinationem vestram vel aliter de vero & reali  
 redditu & valore annuali terrarum tenementorum &  
 reddit p̄dict informationem recipere & vosmet ipsos  
 certiores facere Et ideo vobis tribus vel duobus v̄m  
 mandamus qđ ad certos dies & loca quos ad hoc p̄vide-  
 ritis p̄tes p̄dict (si adesse voluerint) & eor̄ testes coram  
 vobis tribus vel duobus vestrum venire facietis & ebo-  
 teris ac testes p̄dictos & eor̄ quemlibet p̄ se separatim  
 de & sup̄ quibusdam Interrogatoriis vobis p̄ p̄tes p̄re-  
 dictas vel ear̄ alteram ministrand sive exhibend sup̄  
 sacramenta sua iuratis p̄ ipsos p̄ius coram vobis tribus  
 vel duobus vestrum sacrosanctis Dei Evangeliiis cor-  
 poraliter p̄staud̄ diligenter examinatis examinationesq;  
 suas in p̄gamento redigatis consideratisq; depositioni-  
 bus testium p̄dictorum auditisq; coram vobis p̄rium  
 p̄dictarum (si adesse voluerint) rationibus ac invicem  
 p̄positis & p̄ponendis allegationibus omnibusq; aliis  
 aliis modis & mediis quibus juxta sanas discretionēs  
 vestras poteritis totam rei veritatem intelligere  
 terras

terras & tenementa redditus & valores quadringenta librarum annuatim inde provenientem effectivè separetis dividetis & apporportionetis Et cum sic feceritis tunc postea tam celeritate quam poteritis terras & tenementa predicta annuat reddit & valor predicti sic ut prefertur exinde separandum & dividendum in duas equales partes iterum similiter separetis & dividetis Et tunc unam equalem partem de partibus predicta alteri prefate quer equaliter dividetis apporportionetis & appunctuetis per ipsos quer & eorum quemlibet & heredes eorum cuiuslibet separatim habendum tenendum fruendum & gaudendum secundum tenorem Ordinis predicti vos prefate Commissionarij nobis in hac parte assignati facientes in premissis Et cum hoc per vos tres vel duos vestrum ita factum & peractum sit tunc nobis de toto facto & progressu vestris in premissis in dictam Cancellariam nostram (tali Retorij) ubicumque tunc fuerit sub sigillis vestris trium vel duorum vestrum clausis distincte & apte mittatis certificetis & reddatis certiores hoc habendum unacum interrogatoriis & depositionibus testium predicti nobis remittentes ut abinde fieri faciamus in premissis quod Equitati consonans fore videbitur Testis meipso apud Westm. &c.

A Commission to enter upon and seise all the Defendants real and personal Estate into the Commissioners hands and to receive and sequestrate the Rents, Issues and Profits thereof, until the Defendant shall have answered the Plaintiffs Bill and taken off his Contempt for not appearing upon lawful Service with the Process of the Court.

Guilielmus tertius &c. Dilectis sibi A. B. C. D. E. F. G. H. I. K. L. M. & P. Q. Generosis salutem Cum P. Q. Armiger quer quandam queremoniam suam coram nobis in Curia Cant. nostre Glus R. S. Militem & Baronetum def. vicesimo tertio die Martij ultimo preterito exhibuerit Releium sibi petens adhiberi pro materiis in eadem contentis Quod; tu prefate

def. bzevi nostro de subpena ad comparend & querimon  
 pdict respondend debite inservitum existens ita agere  
 reculas Et ideo duodecimo die Januarii tunc pr. seq  
 ordinatum fuit qd Commissio nostra ad sequestrandum  
 personalem statum dicti def. ac redditus exitus & pficua  
 realis status ipsius def. donec querimon pdict pfecte re  
 sponderet & alius Ordo in contrarium inde fact foret e  
 dict Curia nostra emanaret nisi pstat def. sup noticiam  
 Clerico suo in dicta Curia nostra prius datam causam  
 in contrar inde infra biduum ostenderet Jam sup audi  
 tu Consiliariozum ex utraq; parte erudit nos Ordini  
 pdict obseruari volentes Scitis igitur qd nos de fide  
 litatibus & pvidis circumspexionibus vestris plurimū  
 confidentes assignavimus vos ac tenore plentium das  
 mus vobis quatuor tribus vel duobus vestr plenam pos  
 sessatem & auctoritatem ad omnia & singula Paneria  
 Pessuagia sive Tenementa Terras Prata Pascua &  
 Hereditamenta quecunq; dicti def. accedendtaq; intrans  
 di & ingrediendi ac redditus exitus & pficua eozundem  
 necnon totum statum psonalem ipsius def. in manus  
 vestras quatuor trium vel duorum vestr capiend le  
 vand colligend exigend recipiend & sequestrand Et  
 ideo vobis mandamus qd vos quatuor tres vel duo  
 vestr (ad certos dies & loca quos ad hoc pvideritis)  
 conveniatis & assembletis ac ad omnia & singula Pane  
 ria Pessuagia Terras Tenementa & Hereditamenta  
 dicti def. accedatis eaq; intretis & ingrediamini ac red  
 dit exit & pficua eozundem necnon totum statum perso  
 nalem ipsius def. in manus vestr quatuor trium vel  
 duorum vestr capiat levet colligat erigat recipiat &  
 sequestretis donec & quousq; pstat def. querimon pdict  
 directe & pfecte responderit dictaq; Curia nostra aliter  
 in contrarium inde specialiter ordinaverit Teste Rege  
 apud Westm &c.

Joh. Trevor Mil. Magister Rotulorum.

*Special*

*Special Injunctions of Modern Date.**Sherman contra Sherman & al'. Anno 13. W. 3.*

The Plaintiff and Defendant *Sherman* did agree to refer all matters in difference between them to the Arbitration of two Persons, and gave Bonds to each other of the Penalty of 1000 *l.* apiece to stand to their Award; upon which the Arbitrators did agree together, and made their Award, and thereby charged the Plaintiff with several things which were unreasonable to be performed: To be relieved against which, the Plaintiff brought his Bill in Chancery, unto which the Defendant put in his Plea and Answer, but since that prosecutes the Plaintiff at Common Law upon the Bond of Arbitration. Wherefore and for that the Plaintiff by the Award is only oblig'd to procure another Bond of 500 *l.* (entred into by the Plaintiff and Defendant to one *Tho. Sherman* senior) to be cancelled, and that the Plaintiff is ready to procure the said Bond to be left with the Register of this Court, so that the Defendant is under no apprehension of being prosecuted upon the same; upon which the Court did think fit to order, that (upon the Plaintiff's leaving the said Bond with the Register, which is done accordingly) this Writ of Injunction should issue out to stay Proceedings at Law against the Plaintiff and his Bail.

Guilielmus tertius Dei gratia Anglie Scocie France  
cie & Hibernie Rex Fidei Defensor &c. Thome Sher-  
man ac Consiliar' Attornat' Solicitat' & Agent' suis  
quibuscunq; & eor' cuius salutem Mens erat nobis in  
Curia Cancellar' nostr' vicesimo tertio die Martij  
ultimo elapso ex pte Roberti Sherman quer' versus  
psat

psat Thomam & alios def. qđ ipse querens & tu defendens agreeastis referre materias in questione inter vos ad arbitrium & finalem determinationem quorundam Adriani Mooze & Briani Wood & obligationes dedistis alterutri penalitatum mille lib constare arbitrio eorundem personarum Adq; ipsi psat arbitri congruenter arbitrium suum faciebant ac p inde onerabunt ipsum quer cum separalibus rebus que minime agere debebant versus que relebati ipse quer queremoni suam coram nob in dicta Cur nostr exhibuit cui quidem queremonie tu psat defendens placitum & responsion adhibuisti interim vero dictum quer ad communem legem sup obligationem arbitralem predictam prosequeris quamobrem ac p eo qđ ipse querens per arbitrium predict obligatus est tantum procurare quandam aliam obligationem (intratam p ipsum quer & te def. cuidam Thome Sherman sen) gerentem datum octavo die Augusti millesimo secentesimo nonagesimo sexto penaltatis quingentarum librar ad securam faciendam solutionem ducentarum & quinquaginta lib cancellandam esse Ac ipse querens paratus existens procurare eandem obligationem cum Registrario dicte Cur nostr relinquendam esse ita qđ tu psatus defendens sub nulla apprehensione esses supinde fore psecutus Sup quo & sup auditu consilii eruditi ex utraq; pre ordinatum tunc erat qđ ipse quer procurante dictam obligationem intratam p ipsum & te psatum def. eidem Thome Sherman seniozi cum Registrario predicto relinquendam breve nostr de insunctione e dicta Curia nostr emanaret psecutiones tui psati def. super obligatione arbitrali p dicta psus ipsum def. & manucaptores suos donec aliter ordinatum foret Punc quia datum est nobis intelligi qđ ipse querens obligationem predict intrat psat Thome Sherman seniozi cum ipso Registrario ut psecutur reliquit (velut p receptum Registrarij predict inde jam pductum liquet) tibi igitur psatto Thome Sherman def. ac vobis ceteris psonis iupradictis & vestrum cunctis sub pena bis mille lib de terris bonis & catallis vestris

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& cuilibet vestre levandis firmiter injungendū precipimus  
quod ab omni ulterioꝝi p̄secutione quacunq; ad comunē  
legem sup̄ obligatione arbitrari p̄dicta s̄lus p̄statum  
quer & manucaptores suos p̄dict abhinc desistas desista-  
tis & quilibet vestrum sub pena p̄dict desistat donec &  
quousq; dicta Curia nostra aliter in hac p̄te specialiter  
ordinaverit. Teste Rege apud Westmīsterium un-  
decimo die Novembris anno regni sui decimo tertio.

Nathan Wright Custos Sigilli.

*Kitchin & Uxor contra Woolley. Anno 13. W. 3.*

Whereas by a prior Order a Commission was granted  
to sequester all the Defendants real and personal  
Estate, which the Defendant intending to remove,  
obtained another Order to receive his Rents, upon  
payment of 50 *l.* on a certain day, which the De-  
fendant failing to do, it was afterwards ordered  
that the Plaintiffs should proceed upon their Seque-  
stration, until all the Money due to them should be  
satisfied, with Interest, from the date of the Mas-  
ter's last Report. And because it was made appear  
to the Court, that the Defendants Estate, being  
500 *l. per Annum*, was so far conceal'd, that the  
Plaintiffs and the Sequestrators could find but a  
small part thereof, and that the Tenants refused to  
pay their Rents to them: Therefore the Court  
granted this Injunction to the Defendant, his Far-  
mers and Tenants, to permit the Sequestrators to  
enjoy the Premises, and that the Tenants shall pay  
their Rents to the Sequestrators on penalty of  
1000 *l.*

Rex &c. Roberto Woolley ac Tenentibus Firma-  
riis Occupatoribus Servientibus Agentibus Opera-  
riis & Laboratoribus suis quibuscunq; terrarum & tene-  
mentor

mentor hic in questione & eorum cuilibet salutem Cum  
 p quendam Ordinem coram nobis in Curia Cancellarie nostre gerend dat decimo die Decembris anno regni nostri octavo fact inter Richardum Ritchin & Anna Wroze ejus quer & te pstat Robertum def. Commissio nostra de Sequestratione concessa erat illis te & statum tui pstat def. que postea quarto die Martii primo sequente sigillata erat & directa quibusdam Commisionariis inde nominatis ad sequestrandum omnem statum tam realem quam personalem tui pstat. def. Sed te def. conante dictam sequestrationem removere, obtinuisti alium Ordinem dicte Curie nostre datum vicesimo die Julii tunc proximo sequente ad recipiendum redditus dicti status tui (non obstante pdicta sequestratione) super solutionem quinquaginta lib infra unum extunc mensem necnon pecunias debitas super decretum dicte Curie nostre factum ad vel ante primum diem Terminum tunc primi seq Sed te def. easdem pecunias minime solvente furta Ordinem pdict ordinatum erat secundo die Septembris proximi sequentis qd ipsi querentes pcederent sup Sequestratione pdict donec omnes pecunie sibi debite satisfacte eis forent unacum interesse inde a die dati ultime tunc relationis magistris in materia hic in questione facte Que quidem Sequestratio postea p alium Ordinem dicte Curie nostre confirmata fuit Jam quia undecimo die Martii instantis datum est nobis intelligi ex parte pstatorum quer qd status tui defendentis est valoris quingentarum & quinquaginta lib p annum attamen ipse Richardus querens parvam vero prem inde nondum recipere poterat etiam si ipse quer & sequestrator pdict omnem diligentiam usi sunt dictum statum invenire & redditus inde recipere ex quo fere inde ducente libe adhuc eisdem quer debite sunt pter accrescentem annuitatem triginta librarum p annum Adq vos tenentes qui prius solveritis redditus vestros ipsis querentibus & sequestratoribus pdictis jam amplius illis solvere rectis satis Tibi igitur pstato Roberto Woolley ac vobis

C g 2

ceteris

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ceteris psonis supradict & vestrum cuilibet sub pena mille lib de terris bonis & catallis vestris & cujuslibet vestrum ad opus nostrum levandarum firmiter injungendo precipimus qđ pfatos sequestratores & eorum quemlibet plenam quietam & pacificam possessionem pmissorum tui pfati defendentis & cujuslibet inde partis & pcellē (p ipsos ut pfertur sequestratorum) abhinc habere tenere uti frui possidere & gaudere absq aliqua interruptione sive disturbance vestrd vel alicujus vestrum permittas permittatis & quilibet vestrum sub pena pdict quiete & pacifice permittat Qđq vos pfati tenentes pmissorum hic in questione & quilibet vestrd redditus vestros & cujuslibet vestrum pdictis sequestratoribus duobus vel pluribus eorum abhinc p solvatis & quilibet vestrum sub eadem pena persolvat Teste Rege apud Westminsterium vicesimo octavo die Martij anno regni sui undecimo.

*Swinstead & al' contra Bagshaw & al'. Anno  
12. W. 3.*

An Injunction granted by the Court of Chancery to stay Proceedings at Common Law, upon an Action of Covenant for performance of Articles, concerning the Sale of two Houses, each of the Defendants having paid 50 l. towards the Purchase Money.

Rex &c. Francisco Bagshaw & Francisce Samwell spinster ac Consiliariis Attoznatis Sollicitatoribus & Agentibus suis quibuscunq; & eorum cuilibet salutem Ostensum est nobis in Curia Concellarie nostre ex parte Richardi Swinthead & Richardi Collier quer qđ ipsi quer queremoni sua coram nobis in dicta Curia nostra sicut pfat Franciscum & Franciscam def. nuper exhibuerunt (inter alia) habere specificam perfozmationem quorundam articulozum agreamenti intratorum

p vos p̄fatos def. eisdem quer' respective pro venditione  
duarum domozum inde mentionat Ac interim & usq;  
ad auditum ejusdem materie ad habendum breve n̄m  
de insunccione e dicta Curia n̄ra ad retardandum dis-  
trictiones p vos def. factas super p̄fat Swinstead quer'  
aut quendam Samuelem Sweeper existentem tenen-  
tem unius dictarum domozum necnon a procedendo ad  
communem legem s̄lus eoz alterutrum p non solu-  
tione redditus eozum pro dictis domibus hic in ques-  
tione seu s̄lus dictos quer' super respectivis suas con-  
ventiones contentas in articulis p̄dictis executis p ip-  
sos quer' vobis p̄fat def. p solutione residui pecunie  
perquisitionis p domibus p̄dict Cum reuera uterq; quer'  
sam sam separatim solberunt respectivis summas sep-  
tuaginta librarum in parte p̄dicta pecunie perquisi-  
tionis eozum Adq; super solutione inde conventum  
erat per vos def. qđ ipse Swinstead quer' vel p̄fatus  
Sweeper nullos plures redditus vobis def. reddituri  
erant Adq; ipsi quer' congruenter prohibissent residu-  
um eoz pecunie perquisitionis & articulos p̄dictos per-  
formare ex parte eozum dictozum quer' parati erant  
Sed vos def. recusastis eisdem ex parte vestra perfor-  
mare ac eisdem quer' & p̄fat Sweeper p materiis p̄dict  
plequi ad communem legem minanimi Nos ad hec  
considerationem habentes vobis igitur p̄fat Francisco  
Bagshaw & Francisce Samwell ac vobis ceteris plo-  
nis supradict & vestrum cuilibet sub pena mille lib  
de terris bonis & catallis vestris & cujuslibet vestrum ad  
opus nostrum levandarum firmiter injungendo p̄cipi-  
mus qđ ab omni ulteriozi p̄secutione quacunque ad  
communem legem s̄lus ipsos quer' & p̄fat Samuelem  
Sweeper existentem tenentem p̄mis hic in questione de p  
vel sup aliquo re sive materia in querimonia p̄dict content  
& specificat abhinc desistatis & quicq; vestr sub pena p̄dict  
omnino desistat donec & quousq; eadem materia hic in  
questione corā nob in dict Cur nostr plenat audita &  
determin fuerit dictaq; Cur nostr aliter in hac pte spe-  
cialiter ordinabit. T. R. ap Westm nono die Martii an-  
no regni sui duodecimo,

*Hayes contra Coward.*

An Injunction awarded by the Court of Chancery upon a Bill of Interpleader to stay Suits at Common Law against a Tenant by Lease of 30 Years of Land (which the Defendant had entred upon, and plowed up) until the Defendant doth appear and answer unto the Plaintiffs Bill, and in the mean time not to disturb the Plaintiff in the possession of the Premisses.

Rex &c. Willm Coward ac Consiliar Attornat Holt Agent Tenent Serbien & Opatis suis quibuscumq; & eorū cuius saltem Cum p quendam Ordin corā nob in Cur Cane nre geren dat undecimo die Martii instant fact inter Carolum Hayes quer & te pstat Willm Coward necnon Johem Morzen Bar Hen Davies Elizand Gibbs Josephum Hide & al def. Ostens erat nob ex pte dñi quer qd dñd Margareta Bozeman defunct relicti Willm B. pte defunct affirmans se scire & possionat esse 17 acr Tre facend in G. in quodam campo vocat M. p indentura geren dat 19 Martii 1697 dimissionē faciebat (int al) pmissor pdict eidem quer p 30 annis sub reddit 20 l p annu In complement cuius quidem dimissionē ipse quer in pmissa intravit & p improbiamenta eadem multo melioravit & reddit pmissor dñi dne W. in vita sua & post ejus mortem pstat Morzen debe solvit Nōq nullus reddit debet est usq; ad 25 diem Martii instant Ac ipse quer sperabat se frui esse pmiss pō p resid termin pdict sed pstat def. eidem pmiss sepa clamant Nōq tu Coward def. actionem tuam ad communem legem sūlus ipsum quer psecutus es et ptem pmiss exarasti quam ipse quer antea exaraverat & seminaverat & alteram ptem inde exarare minaris & pecora dñi quer in Ergastulum influxisti & dñi quer in possessione disturbas sūlus que relevari

relevari ipse quer' queremon' suam de Interpleader  
 coram nob' in dicta Curia nostr' exhibuit & submittit suum  
 redditum solvere cui titulus pmiss' p'venerit appebit  
 Super quo & super certificatione unius sex Clericorum  
 qd queremon' de Interpleader dicti quer' affilata est  
 Nos tu, Coward def. cum brevi nostro de subpena ad  
 comparandum & respondend' dict' quer' debite insexvitus  
 fuisti & super lectu diversorum sacramentorum veritat'  
 materialium p'dict' p' dictum ordinem ordinatum erat  
 (inter alia) qd (ipso quer' in dict' Cur' nostr' asse-  
 rente suum redditum debitum esse vicesimo quinto die  
 Partii instantis) breve nostrum de injuncione e dict'  
 Cur' nostr' emanaret ad retardand' prosecutiones tuas  
 dict' Coward def. ad communem legem Etiam ipsum  
 quer' & acquietari dict' quer' in possione pmiss' donec  
 omnes p'fat' def. Querimon' p'd' responderint Punc quia  
 nob' constat qd ipse quer' redditum suum p'd' in dict' Cur'  
 nram attulit velut ex certificatione Pastoris dict' Cur'  
 nre jam p'duct' liquet Tibi igitur p'fat' Willo Coward  
 ac vob' ceteris p'sonis sup'dict' & vram cuit sub pena  
 1000 £ de terris bonis & catall' vris & cujuslibet vram ad  
 opus nram levand' firmit' injungend' p'cipimus qd ab  
 omni ulteriozi p'secucioe quacunq' ad contrariam legem  
 Etiam p'fat' quer' tenend' vel agend' suos p' aliqua re sive  
 materia hic in questione abhinc desistas desistat & quit  
 vram desistat Nos dict' quer' in possione pmiss' & cu-  
 jusslibet inde p'ris & p'cell' acquietemini vel acquietari  
 faciat & minime moleste' donec & quousq' omnes p'fat'  
 def. quer' p'd' directe & perfecte responderint dictaq'  
 Curia nostra aliter in hac p're specialit' ordinabit Teste  
 Rege apud Westm' 13 die Partii anno regni sui 13.

N. W. C, S.

An Injunction Awarded by a former Order to quiet the Defendants Possession in the Premises in question according to the Decree made in this Cause; and that the Rents in Arrear in the Tenants hands should be paid to the Defendant, and that the Master should appoint a Person to receive the same unless good cause be shewed to the contrary at the next second General Seal, but Certificate having been made by the Register that no cause was shewn; therefore the former Order confirmed, and the Injunction issued out,

Guilielmus Tertius Dei Grac Angl Scot Franc  
& Hibern Rex fidei defensor &c. Franco Trebilian  
Arm ac omnibus & singulis al Tenentibus Francisci  
Lutterell Arm defunct ac Agentibus servientibus &  
operariis suis quibuscumq & eorum cuilibet salutem Cum  
p quendam ordine in coram nobis in Cur Can nre  
gerend dat vicessimo die Junii ult pterit fact inter  
vos pfat Francum & al Tenentes Franci Lutterell  
defunct Quer Dnam Katherine Wyndham vid re-  
lict & administratricem Edm Wyndham Bar defunct  
& al Def. Ordinat erat p rationibus inde content qd  
breve nrum de Injuncone e dicta Curia nra emana-  
ret ad ponend & acquietand ipsos Def. in possessione  
pmissorum hic in questione secundu decret sive decre-  
tal ordin in materia hic in quione fact Ndg redditus  
& arreraq retent in manibus vrum Tenentiu pdict  
solvend forent dict Def. Ndg magr dce Cur nre cui  
relat erat appunctuaret receptozem ad recipiend red-  
ditus & pficua pmissorum pdict nisi vos pfat Quer  
sup nocte inde Cllico vro in Cur dat causam in con-  
trar inde ad secundu Generalem Sigillum ostende-  
retis Ndg vos tenentes null redditus vros interim  
solberetis Punc quia dat est nobis Intelligi ex parte  
pfat Def. qd deba noticia dicti ordinis data fuit velut  
ex sacq liquet & nulla causa in contrar inde ostensa  
est

et velut ex Certificacone Regis dñe Cur nre apparet  
ergo hodie ordinat est qd ordo prius recitat absolut  
lozet vobis igitur pſat Franco Trebilian Arm Te  
nentibus pdict ac vobis ceteris psonis supradict & ve  
strum cuilibet Subpena bis mille librarum de terris  
bonis & catallis vestris & cuſuſlibet vestrum ad opus  
nrum lebando firmiter Injungenſ pcepimus qd ipsos  
Def. & eorum qmilibet in plenam quietam & pacificam  
possessionem pmissorum hic in quione & cuſuſlibet inde  
partis & parcelle secundū decret pdict ponatis locetis  
constituatis & acquietari faciatis & quilibet vrum po  
nat locet constituat & acquietari faciat ac omnes red  
diti vros pdict eidem Def. solvatis & quilibet ve  
strum Subpena pdict omnino solvat Teste Thoma  
Archiepo Cant & ceteris Custod & Justic regni apud  
Westmon xiii die Julii Anno Regni Regis duo  
cesimo.

An Injunction awarded upon a Bill to revive a for  
mer Prosecution in the same Cause, against an Ex  
ecutor, together with divers new matters; where  
the Defendant is in contempt for not appearing and  
answering the Plaintiffs Bill; (after having been  
duly served with the Lord Keepers Letter directed  
to him) but still prosecutes the Plaintiffs at Com  
mon Law.

Rex &c. Carolo Comiti Macclesfield Executori D.  
Elizeb Gerrard defunct ac Consiliar Attoznat Solli  
tozib & Agentibus suis quibuscunq & eorum cuilibet  
altm Ostens est nobis in Cur Cancell nre ex parte  
Jacobi Ducis Hamilton & Dñe Elizeb uxor ejus quer  
b ipsi quer quandam suam querimon coram nobis in  
dict Cur nra Glus te pſat Comitem exhuer partim  
d revibend pſecucionem in quadam nup lecta versus  
Dnam Gerrard & partim Original Glus te pſat Def.  
elevari p materiis in eadem content Adq tu pſat  
Comes Def. cum Actis Dni Custod magni Sigilli  
Angl

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Angl' debe interviſi fuiſti rogand te comparend  
reſpondend querimond dcoyd quer qdqz vera Copi  
ejuſdem querimond tibi pſat Comiti Def. delibata  
fuit ſed tu nondum compuiſti & ſi tempus ad inde fa  
ciend expirat eſt interim tamen ſectam ad Coem Le  
gem ſlus vadimond ipſozum quer p eiſdem materi  
hic in quione pſequi minaris nos ad hec considera  
coem habentes Tibi igitur pſat Carolo Comiti Pa  
clesfield ac vobis ceteris pſonis ſupradict & vrum cui  
libe Subpena bis mille librar' de terris bonis & ca  
tallis vris & cuſuſlibe vrum ad opus nrum lebano ſir  
miter Injungenſ pſcipimus qd ab omni ulteriozi pſe  
cucone quacungz ad Coem Legem ſlus pſat quer d  
p vel ſup aliqua re ſive materia in querimond pſe  
querelat abhinc deſiſtas deſiſtatis & quilibet vrum Sub  
pena pſdict omnino deſiſtat donec & quouſqz tu pſat  
Def. querimond pſdict directe & perfecte reſponderis  
dcaqz Cur nra aliter in hac parte ſpecialiter ordina  
verit Teſte Thoma Archiepo Cant & ceteris Cuſtod  
& Juſtic regni apud Weſtm vicesimo ſeptimo die Ju  
lii Anno Regni Regis duodecimo.

An Injunction awarded againſt two Defendants to  
ſtay their proceedings at Law, they being both ſer  
ved with Proceſs to appear and answer, one of them  
having appeared (for delay) hath craved a Commiſ  
ſion to answer in the Country, and the other De  
fendant ſits in contempt to an Attachment, and in  
the mean time both do proſecute the Plaintiff at  
Law for matters complained of in the Bill.

Rex &c. Edmundo Seaman ac quibuſcunque  
aliis perſonis aliquod Inſtand titul clameum uſum  
poſſeſſionem Interelle ſive demand de vel in qua  
dam parcell terr' vocat Wake Common & al' pre  
miſs in querimond Bartholomei Farthing & Ro  
berti Jennings alſ Appledeare & al' quer coram nobis  
in Cur Cancellarie nre ſlus te pſat Edmundum

Def.

Def. nup Exhibuit menconat & specificat aut de vel  
in aliqua inde parte vel parcella & p vel subter vos  
sen vrum aliquem habent clamant vel vendicant &  
eorum cuiuslibet saltem Ostens est nobis in Cur Cancellarie  
nre qd dicti quer p querimon sua pdict relevari  
petieritis & pmissis pdict petiverint ac licet dcd quer &  
illi subter quos dcd quer clamant quietam possessionem  
terr & pmiss pdict fuer & gavis fuer p spacium vi-  
gint Annozum ult pterit ante Exhibicoem querim  
pdict veluti ex sacro plene liquet qdque tu pstat Def.  
querimon pdict respondere Subpena servit eidem  
compuisti sed p dilone Comd p respons tue recepcone  
in rure obtinisti tu tamen pstat Def. possessionem  
dcorum quer disturbare pceditis nos ad hec conside-  
raconem habentes Tibi igitur pstat Comundo Sea-  
man def. ac vobis ceteris psonis supradict & quilibet  
vrum Subpena bis mille librar de terris bonis & ca-  
tallis vris & cuiuslibet vrum ad opus nostrum levand  
firmiter Injungend pcepimus qd dcos quer plenam  
quietam & pacificam possessionem terrar Coie & p-  
missoz in querimon pdict ut pfertur querelat & cu-  
juslibet inde partis vel parcella habere tenere gaudere  
uti frui & possidere pmittatis & quilibet vestrum per-  
mittat in tam amplis modo & forma prout dicit quer  
tempore Exhibicois querimon pdict & p tres annos  
antea absq molestacoie tui pstat def. ut pfertur habue  
possider tenuer usi vel gavis fuerunt donec & quous-  
que tu pstat def. Querimon pdict directe & pfecte re-  
sponderis dcaque Cur nostra aliter in hac parte ordi-  
naverit Et hoc Subpena pdict nullatenus omittas  
omittatis nec vrum aliquis quovismodo omittat Teste  
Rege apud Westm primo die Junii Anno Regni sui  
duodecimo.

Hodges

Hodges *versus* Russe.

An Injunction for not appearing upon a Subpena duly served, and continuing Prosecution at Common Law.

Reverend etc. Johi Russe ac Conciliar' Attoznat sollicitatoribus & agentibus suis quibuscumque & eorum cuiuslibet saltem Cum ostens est nob in Cur' Canc' nre ex parte Christopherei Hodges quer' quod cum idem quer' p quendam suam querimoniam coram nob in dicta Canc' nra Blus te p'sat Johannem Def. nuper exhibuit reIm sibi adhiberi petiiverit p & de materiis in eadem Querimoniam content' & querelat Et tu p'sat Def. cum huius nro de sp'a ad compend' & p'dict' Querimoniam respondend' debe suamoni' existend' Ita agere recusasti sed in contemptu Cur' nre manifesto sistis Interim tamen sciam ad Coem' Legem versus deum quer' p & de materiis p'dictis psequeris vel psequi minaris minus Iuste ut dicitur (Nos de hec consideracoem habentes Tibi igitur p'sat Johi Russe Ac vob ceteris psonis supra mentionat' & cuiuslibet vrm Subpena mille librar' de Bonis Terris & Catal' vris & cuiuslibet vrm ad opus nrm levand' firmiter injungend' p'cipimus qd ab omni p'lecucioe quacumque ad Coem' Legem Blus dictam quer' p vel de ullis materiis in queremone p'dicta content' & querelat desistas desistatis & quilibet vrm abhinc penitus desistat donec tu p'sat Def. compueris & queremone p'dict' p'fecte responderis contemptum tuum exoneraberis & dicta Cur' nra alit' in hac parte p'dicnaverit Sed tu p'sat Def. libertatem habeas p'litum ad Coem' Legem expetere & ad Triacoem superinde p'cedere & p defectu p'lici Iudicii intrare sed Execucio tenore p'sencium p'hibetur Test' Thom' Archiepo Cantuar' & ceteris Custodibus & Justiciariis regni apud Westm' primo die Junii Anno Regni Regis nono.

Smith

Smith *contra* Pococke.

The like after an Attachment.

Rex & Regina &c. Robto Pococke necnon Consiliariis Attoznat Agen & sollicitatoribus suis quibuscumq; & eorum cuilibet saltem Ostens est nob in Cur Cancellar nre ex parte Johis Smith quer qd dict quer quandam querimon sua coram nob in dicta Curia nra Huius te pstat Robtm Def. nup exhuit ReIm sibi petens adheri pro materiis in eadem content qbz tu pstat Def. huius nro de spā ad compend & querimon pdict respondens debe inservit existend Ita agere reculas Ideo hie nrm de Attach Huius te pstat Def. emanat fuit Interim tamen lectam ad Coem Legem Huius pstat quer p materiis hic in quione psequeris minus iuste ut dicitur Nos ad hec consideracionem hentes Tibi igitur pstat Robto Pocock ac vob omnibus & singulis ceteris psonis supradict & vrm cuilibet Subpena ducentar librar de terris bonis & catali vris & cujusbet vrm ad opus nrm levand firmiter Injungend pcpimus qd ab omni ulteriozi psecutione quacumq; ad Coem Legem Huius pstat quer p materiis in querimon pdict querelat vel menconat desistas desistatis & quilibet vrm abhinc penitus desistat donec & quousq; tu pstat Def. Querimon pdict directe & pfecte Responderis contempt pdict satisfacere dictaq; Cur nra aliter in hac parte spialiter ordinaverit sed tibi pstat Def. p plito vocare & ad Tricoem super inde pcedere ac p defectu pliti Iudiciu intrare licebit Executio vero per plentes retadatur Testibus Rege & Regina apud Westm quinto die Maii Anno Regni nostri sexto.

Smith

Smith *contra* Crompton.

An Injunction against an Executrix to stay Proceedings at Law upon a Bond of 400 l. (200 l. having been paid to the Executrix by her direction.

Rex &c. Elizabethhe Crompton (Executrix Robert Crompton mariti sui defuncti) ac Consiliariis Attornatis Agent & Sollicitatoribus suis quibuscumque & eorum cuilibet saltem Ostens est nobis in Curia Cancellarie nra ex parte Hanne Smith (executricis Johis Smith Mariti sui defuncti) queri quod cum ipsa queri quandam querimoniam suam coram nobis in dicta Curia nostra sicut te prefat Elizabetham Crompton Johem Dergoe & Johem Hinde Defens nup ex huius Releu sibi Petens adheri sicut actioem ad Coercendam Legem (sup scripto obligatorio penalitatis quadringentarum librarum per dictum Johem Smith prefat Robert Crompton in vita sua intrat per te prefat Def. Elizabetham illat & persecut (etiam si ducente libre per directionem tuam deo Defens Johi Hinde ad usum tuum solut aut deposit fuer) minus iuste ut dicitur Nos ad hec considerationem habentes ac tibi prefat Def. Elizabethhe ad inveniendum effectus (Anglice Assets) necnon Iudicium de bonis Testatoris obtinendum ad Coercendam Legem procedere libertatem dantes Tibi prefat def. Elizabethhe Crompton ac vobis prefat omnibus & singulis personis supradictis & vram cuilibet Subpena mille librarum de Terris bonis & Castellis vris & cujuslibet vram ad opus nram levandum firmiter Injungendo precipimus quod ab aliqua alia & ulteriori persecutioe quacumque ad Coercendam Legem de per vel sup aliqua re sive materia quacumque in querimonia predicta querelat ab hinc desistas desistatis & quiesce vram desistat donec & quousque materia predicta coram nobis in dicta Curia nra plenarie audiri & determinata fuerit Teste Rege apud Westm septimo die Junii Anno sui secundo.

Ayliffe

Ayliffe *contra* Woodward.

An Injunction to stop Wast.

Hec &c. Thome Woodward ac servientibus, agen-  
tibus laboratoribus & assignis suis quibuscumque & eos  
cum suis saltem ostensum est nobis in Curia Cancellar-  
um ex parte Brian Ayliffe queri quod cum ipse quan-  
dam querimoniam suam coram nobis in dicta Curia nra ver-  
sus te prefatam Thomam def. nup. exhibuit per eandem de-  
monstrans quod tu prefatam defendentem distillatorum ex-  
stentem & tenentem cuidam Domui & permessuagio  
dicto queri pertinet (in vico vocat the Old Bailly)  
London per demissionem circa festum Annunciationis  
beate Marie Virginis prioris futurum expirat (cujus con-  
tra partem dictus queri non habet) loca marmorea in  
domo predicta existentia abvertere & asportare ac Camini  
percias (Anglice Chimney Pieces) opera tabulata & al-  
res infra & ad domum predictam affixi ebellere & deportare  
necnon domum retro positam sive domum distillationis  
predictam pertinet diruere & asportare ac alembica Dorla  
& al. Creccoes super iisdem edificat & affixi evertere &  
detrahere minaris. Necnon dictum queri in do-  
mum predictam intrare ad aspiciendum que subsint superinde  
stantia permittere reculas etiam prefatam queri premissa pre-  
dicta per demissionem tantum habet & tenet velut ex  
facto satis fide digno liquet. Nos ad hec considera-  
torem habentes Tibi igitur prefatam Thome Woodward  
ac tibi prefatam omnibus & singulis personis supradictis &  
eorum cuiuslibet Subpena ducentarum librarum de Terris bo-  
nis & Catallis vris & cuiuslibet vrum ad opus nostrum  
levandum firmiter Injungendum precipimus quod ab ebellendo  
domum distillationis predictam & al. Creccoes & Edificia super  
premissis existentia detrahendo alembica & Dorla ac evel-  
lendo Camini percias opera tabulata & al. res infra  
domum mancionalem predictam existentia Quodque a spo-  
liando omnia aut aliqua loca infra domum predictam  
Nec

Necnon aliqua alia vassa sive spolia quecumq; in  
 & sup pmissis sive aliqua inde parte vel parcella faci-  
 endo ppetrando sive committendo aut fieri ppetrari seu  
 comitti pmittendo abhinc desistas desistatis & quilibet  
 vrm desistat Teste Rege apud Westm decimo nono  
 die Julii Anno regni Regis quarto.

Dominus Wharton *contra* Bathurst Arm. & al.

An Injunction awarded to quiet the Plaintiff in the  
 Possession of a Mannor, Lands and Wast Ground  
 in which are divers Lead Mines.

Rex &c. Carolo Bathurst Arm Willmo Robinson  
 Mil Robto Squire Arm, Ebor, Willmo, & Johanni  
 Bower, Johi & Thome Langstafie ac Agentibus,  
 Servientibus, Operariis & Consiliariis, Attornat & Sollici-  
 citatoribus suis quibuscumq; & eorund cuius saltem ostensum  
 est nob in Cur Cancl nre ex parte Thome Dorn  
 Wharton quer qd ipe quer quandam suam querim-  
 oniam nob in dicta Curia nra plus vos pstat Caro-  
 lum Willm Robum Eorund Willm Johem & Tho-  
 mam Def. nup exhuer acquietand esse in possessione  
 Manerii de Swaledale & Terrar & vassi in Com  
 Ebor in quibus sunt diversa mineralia plumbea que  
 ipe quer & Antecessores sui quiete gavisii sunt p spaci-  
 um diversor' aretro Annor & eadem operati sunt supra  
 triginta annos absq aliqua interrupcione donec vos  
 def. venistis cum Servientibus vris & multis aliis  
 armatis viris p vim eficere Agentes & Operarios dicti  
 quer ex operibus pdict & conamini obtinere posses-  
 sionem pdict nisi foret usq ad amissionem vitar mul-  
 toz' viroz' velut ex sacro liquet Adq vos def. etiam  
 diversas Esecuciones p pmissis psecuti estis que jamjam  
 suspense fuerunt in Banco Regis p defectu debi ser-  
 vicii necnon querimon dicti quer est ad seponend  
 metas & bundas pmissor pdict Cui quidem querimon  
 vos def. comperuistis & breve nrm de Deo Potestas

tem

tem ad responsiones bras rure recipiend obtinuitis  
 rectorabil' p'or' Termino ac nisi p'dict' Esecutores &  
 illegal' p'secutores p'dict' p'venerint, ip'e quer' in pe-  
 riculo est esici e possessione p'dict' & opera p'dict' spoli-  
 ata fuerint Nos ad hec considera'conem hentes vob'  
 igitur p'fat' Carolo Bathurst Willo Robinson Rob'to  
 Squire, Edmo, Willo & Johi Bower Johi & Thome  
 Langstaffe ac vob' ceteris p'sonis supradictis & vrm  
 cuilibet Subpena his mille librar' de Terris bonis &  
 Catallis vris & cujuslibet vrm ad opus nrm levand'  
 firmiter injungend' p'cipimus qd' ip'm quer' in plena  
 quiete & pacifica possessione p'missor' p'dict' & cujuslibet  
 inde partis & parcelle acquiescimini & quilibet vrm ac-  
 quietet vel acquietari faciat necnon ab omni ulte-  
 riori p'secutioe quacunq' ad Coem Legem s'us ip'm  
 quer' p' aliquibus materiis hic in quione abhinc desis-  
 statis & quilibet vrm Subpena p'dict' desistat donec &  
 quousq' vos p'fat' def. querimon' p'dict' directe & per-  
 fecte responderitis dictaq' Curia nra aliter in hac pte  
 spialit' Ordinaverit Teste Tho Archiepo Cant' &  
 ceteris Custos & Justiciar' regni apud Westm' 12 die  
 Julii Anno regni Regis 12.

Attorn' General' contra Thorne.

An Injunction awarded to quiet the Plaintiffs Possessi-  
 on in a way which hath been used by him and his  
 Ancestors, his and their Servants and Tenants, time  
 out of mind, without any Interruption, through  
 the Defendants Grounds.

Rex &c. Thome Thorne ac Consiliar' Attornat'  
 Solicitator' & Agen' suis quibuscunq' & eorum cuilibet  
 saltem ostens' est nob' in Curia Cant' nre ex parte At-  
 tornat' General' ex Relacioe Rob'ti Dwell' Thome  
 Strinkley & al' quer' qd' ip'i quer' quandam suam que-  
 rimon' coram nob' in dicta Curia nra s'us te p'fat'  
 Thomam Thorne def. nuper exhuer' relevari p' ma-  
 teriis

terius in eadem contenti cui quidem querimoni tu  
 facti def. comperuisti & p dilatione breue nrm de De  
 dimus Potestatem ad responsu tuum rure recipiens  
 petuisti Interim tamen Scdm ad Coem Legem pro  
 materiis in querimoni pdict querelat. psequeris &  
 accoēs psecutus es & sicut omnes Relatores p transla  
 gressionibus in utendo quandam viam que usa fuit  
 sine aliqua Interruptione a tempore cuius contrar me  
 moria homin non existit Donec tu Def. (qui occu  
 pator es Clausurarum p quas ipa via ducit inter  
 rupuisti pfact Relatores, qui non possunt seipso de  
 fendere, quia sunt soli testes qui eandem viam pro  
 bare possunt qd tu Def. omni scripta & Evidenc in  
 Custodia tua habes que dictam viam concernunt Nos  
 ad hec considerationem hentes Tibi igitur prefat  
 Thome Thorne ac vob ceteris personis supradictis &  
 vrm cuilibet Subpena quingentar' librar' de Terris  
 bonis & Catall vris & cuiuslibet vestrum ad opus  
 nrm lebant firmit Injungen pcpimus qd ab omni  
 ulteriori psecutione quacunq ad Coem Legem & sicut  
 pfact quer' de p tangen vel concernen dictam viam  
 hic in quione abhinc desistas desistatis & quilibet vrm  
 sub pena pdict omnino desistat donec & quousq tu p  
 fact Def. querimoni pdict directe & pfecte responderis  
 dictaq Curia nostra alit in hac parte spialit ordina  
 verit Teste Thoma Archiepo Cant & ceteris Custos  
 dibus & Justiciar' Regni apud Westm 27 die Julii  
 Anno Regni Regis Willm Tercii undecimo.

A Writ to the Sheriff to put the Plaintiffs into Possessi  
 on of certain Lands pursuant to an Injunction in  
 Chancery.

Rex &c. Wic B. salutem Cum possessio triu tenor'  
 cum priu & ceteray trap scituat in paroch de H. in dict  
 Com nro de B. menconat in querimoni A. H. & al  
 quer' coram nob in Curia Canc nre & sicut R. H. & al  
 Def. nup exhibet detent est ab eisem quer' p pfact  
 Def.

Def. & assign suos in contrarium cuiusdam hris nostri de Injuncone sub magno sigillo Anglie confect ac ex parte dict quer ex eadem Cur Cane nrd emanen gere dnt &c. in contempt nrd dceq Cur nrd manifest scias igitur qd Dedimus tibi potestaf & auctoritat ad pmissa pdict accedend eaqz intrand & ingrediend p qz Def. assign suos & quoscunqz al possession ibm contra tenor dicti hris nrd de Injuncone detineid abinde amovend & efficiend plenque possession dict pmiss & cufu libt inde pris & pcelle in manus tuas accipiend & recipiend ac deinde pdict quer & assign suos in plen & pacifica possessione eorudem pmissoz ponend locand constituend & de tempore in tempus (put necesse fuit) tueend & conserband juxta tenorem & effcnd ejusdem hris nrd de Injuncone pdict Et ideo tibi mandam qd inmediate post recepcon hujus hris nrd ad pmissa pdict accedas Cagz intres & ingred dcolqz Def. & assign suos & quoscunqz al possessionem ibm contra tenorem & pposit dcd hris nrd de Injunct detineid abinde amoveas & ejicias ac plenam possessione eorund pmissoz in manus tuas Capias & recipias Talemqz Possessionem sic p Te in pmissis capf & habit pfat Quer vel assign suis sine dilone deliberes ipsolqz in plena & pacifica possessione dictoz pmissoz & cufu libet inde partis & parcellle ponas & constituas ac de tempore in tempus quoties illis seu illozum alicui interruptio quedis illata fuerit tuearis conserbes & defendes Et hoc nullatenus omittas Teste meipso apud Westm quinto die Martii Anno Regni nostri tertio decimo.

An Injunction having been awarded by a former Order, to stay Proceedings at Law, in an Action of Ejection against the Attorney concerned in the Prosecution of that Ejection, unless the said Attorney, upon due notice thereof, should, on a day prefixed by the Court, shew good cause to the contrary; and the said Attorney having had due notice given unto him, and no cause having been shewn unto the Court, therefore the former Order is by another Order made absolute, and the Injunction issued out accordingly.

Guilielmus tertius &c. Rex &c. Parmaduco R.  
 Gen ac Consiliariis Attozatis Agentibus & Sollicitatoribus suis quibuscumq; & eorum cuilibet salutem  
 Cum p quendam ordinem coram nobis in Curia Cancellarie nostre in quadam materia ibidem pendente inter Aliciam B. viduam querentem & Thomam D. Gen Defendentem nuper factum gerentem datum nono die Februarii ultimo pterito Ordinatum fuerit qd breve nostrum de Injunctione emanaret ad prohibendum psecutionem tuam apud Communem Legem in quadam actione de Ejectione in eodem ordine mentionata Nisi tu Parmaducus R. super noticiam ejusdem ordinis dandam bonam causam in contrarium quarto die Martii instantis ostenderes Jam quia pdictus Parmaducus R. ordinis pdict debitam habuit Noticiam (velut ex Sacramento satis fide digno constat) & nullam causam in contrarium ordini pdict ostendisti Nos ad hec considerationem habentes Tibi igitur pfacto Parmaduco R. ac vobis ceteris psonis supradict & cuilibet vestrum Subpena mille librarum de terris bonis & catallis vestris & cusuilibet vestrum ad opus nostrum levandarum firmiter Injungendo precipimus qd ab omni ulteriori prosecutione quacumq; apud Communem Legem in actione pdict desistatis & quilibet vestrum abhinc desistat donec & quousq; dicta  
 Curia

Curia nostra aliter in contrarium ordinaverit Test.  
meipso apud Westm 5 die Martii Anno Regni nostri  
tercio decimo.

Rathan Wright Custos Sigillie

A. B. *contra* C. D. E. F. & G. H.

An Injunction to hinder the Defendants from entering  
upon the Plaintiffs Ground, and taking and  
carrying away Oysters out of his Oyster-Beds.

Rex &c. C. D. E. F. & G. H. ac Agentibus Her-  
edientibus & Operariis suis quibuscumque & eorum cuius-  
bet salutem ostensum est nob in Curia Cant nre ex pte  
A. B. & al quer Hsus vos pfat C. D. E. F. & G. H.  
Def. qd isti quer & illi subter quos clamant seisis  
fuer Panerior in querimonia dicti quer querelat &  
mentonat ac sicut Dni earunde sepeialium peciarum  
& parcelle Terrarum & positionum Ostrear (Anglice  
Oyster-Beds) in dicta querimonia etiam menconat  
qoq; vos pfat Def. qui estis Regoriatores in Ostreis  
(Anglice Oyster Dredgers) ad reddend positiones pdict  
omnino infructuose ipso quer in multos numeros ac  
in nocturno tempore venitis & asportatis Ostreas pre-  
dictas in dictis positionibus deposit & vestrum Titulum  
abinde triare recusatis Hsus que relevari ipsi quer  
querimonia suam coram nobis in dicta Curia nostra  
nup exhuer cui quidem querimonia vos pfat Def. com-  
peruistis sed p Dilatione brebe nrm de Tediumus  
Potestatem ad responciones vestras rure recipiend pe-  
tiistis interim tamen vos Def. intratis & asportatis  
Ostreas in positionibus pdict deposit contra Equitas-  
tem Nos ad hec consideracoem habentes vobis igitur  
pfat C. D. E. F. & G. H. ac vobis ceteris psonis  
supradict & vestrum cuilibet Subpena mille libras  
rum de Terris bonis & Catallis vestris & cuilibet  
vestrum

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vestrum ad opus nrm levand firmiter injungendo p-  
cipimus qd ab intrando accipiendo & asportando ali-  
quas Ostreas in separalibus positionibus pdict deposit  
in querimon pdict mentionat abhinc desistatis & qui-  
libet vrm Subpena pdict omnino desistat donec &  
quousq vos pstat Def. querimon pdict directe & per-  
fecte responderitis dictaq Curia nra aliter in hac pre-  
spialit Ordinaverit Teste Rege apud Westm octavo  
die Martii Anno Regni Regis decimo tertio.

Rathan Wight Custos Sigilli.

A. B. *contra* C. D.

An Injunction for Prosecuting at Law, after being in  
contempt of the Court of Chancery.

Rex C. D. ac Consiliar Attornat Sollicitatoribus  
Agentibus suis quibuscunq & eorum cuilibet salus-  
tem Cum ostens est nob in Curia Canc nre ex parte  
A. B. quer qd cum idem quer p quand suam queri-  
mon coram nob in dicta Canc nre verlus te pstat  
Defendentem nuper exhibuit relevari sibi peti-  
verit de & p materiis in eadem querimon content &  
tu pstat Def. cum breve nro de spa ad comparand &  
pdict querimon respondend debite servit existend  
Ita agere recusasti sed in contemptu Cur nre mani-  
festo sistis interim tamen secam ad Communem Le-  
gem sclus dictam quer de & p materiis pdict psequeris  
vel psequi minaris minus iuste ut dicitur Nos ad  
hec considera oem habentes Tibi igitur pstat C. D.  
ac vobis ceteris psonis supra mentionat & cuilibet  
vestrum Subpena mille librar de bonis Terris & Ca-  
tallis vestris & cuilibet vestrum ad opus nostrum le-  
vand firmiter injungend p-  
cipimus qd ab omni p-  
secutione quacunq ad Communem Legem sclus dictam  
quer de vel p ullis materiis in querimon pdict con-  
tent

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cent & querelat desistas desistatis & quilibet vestrum ab hinc penitus desistat donec tu p̄fat Des. comparueris queremoni p̄dict p̄fede responderis contempnium tuum exoneraberis & dicta Curia nostra aliter in hac parte Ordinaverit sed tu p̄fat Des. libertatem habeas placitum ad Communem Legem expetere & ad Triaditionem superinde p̄cedere & p̄ defectu placiti Subdictum intrare sed Executio tenore p̄sentium phibetur Teste meipso apud Westm̄ octavo die Martii Anno Regni nostri decimo tertio.

Nathan Wright Custos Sigilli.

A. B. contra C. D. & alios.

An Injunction awarded to stay Proceedings at Law upon an Action of Debt for Rent, for that the Defendant at Law who is Plaintiff in Equity hath paid all the Rent in Arrear into this Court.

Rex &c. C. D. & C. F. necnon Consiliar Attornat Sollicitatoribus & Agentibus suis & eorum cuilibet salutem Ostens est nob in Cur̄ Canc̄ nre vicesimo nono die Novembris instans ex parte A. B. quer qd idem quer quendam suam querimon in dicta Curia nostra versus vos p̄fat C. D. & C. F. Defendent. nuper exhuir elevari p̄o materiis in eadem querelat Et quibusdam certis de causis nos nunc specialiter movend ac quia p̄fat quer summam quadraginta librarum (redditus existent) p̄missor hic in questione nunc debet & qui superest) in Curia Canc̄ nre p̄dict intulit & numerabit velut p̄ Certificationem Bastiarii dicte Cur̄ nre plene apparet Ordinatur est qd Injunctio plus vos p̄fat desstes a p̄sequendo lectas ad Communem Legem tangend materiam hic in Questione phibere emanaret que vos p̄petrare minamini Nos igitur qd iustum est in hac parte fieri volentes

Ph 4

vobis

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vobis igitur p̄fat C. D. & C. F. ac vobis ceteris personis supradictis ac vestrum cuiuslibet Subpena ducentarum librarum de terris bonis & catallis vestris & cuiuslibet vestrum ad opus nrm levandū firmiter p̄cipimus qđ ab omni ulteriore p̄secutione quacumq; apud Communem Legem p̄ materiis p̄dictis desistas desistatis & quilibet vestrum abhinc penitus desistat donec & quousq; vos p̄fat Def. querimoniam p̄dictam directe & perfecte responderitis dictaq; Curia nra aliter in hac p̄e specialiter Ordinaverit Et hoc &c. Teste meipso apud Westm̄ octavo die Martii Anno Regni nostri decimo tertio.

Nathan Wright Custos Sigilli.

White *contra* Yalden & alias.

An Injunction to stay Proceedings at Law upon a Judgment the Plaintiff having preferred his Bill against the Defendants to acknowledge satisfaction upon the same, the Debt, Interest and Costs being paid thereupon.

Rex &c. Willmo Yalden & Robto Smith necnon Consiliar' Attoz n̄r & Sollicitator' suis quibuscumq; & eorum cuiuslibet salutem Cum dat' est nobis intelligi in Curia Canc' nre ex parte Johis White & al' quer' qđ iidem quer' quandam suam querimoniam coram nobis in Cancellar' nra p̄dicta s̄lus vos p̄fat Willm & Robertum Def. nup̄ ex huer' habere satisfactionem recoz dat' sup̄ Iudicium quoddam per te p̄fat Willm obcent s̄lus p̄fat quer' sup̄ obligationem quandam de penas litat' ducentar' librar' p̄ solucōe centum librarū cum Interesse ac gerend' dat' tertio decimo die Jan' An' Dni Millesimo sexcentesimo septuagesimo sexto p̄ eo qđ p̄fat quer' eandem obligationem cum Interesse plene solverit & exoneraverit eademq; redeliberat & relaxatō plena

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plena dat fuit velut p affidacionem satis fide dignam  
constat tamen sectam ad communem legem sup iudi-  
cium pdict vos pfa def. psequimini minus iuste ut  
accepimus nos ad hec consideracōem habentes vobis  
igitur pfa Willo Walden & Robto Smith ac vob  
pfa Consiliar' Attoznat & Sollicitatoribus suis qui-  
buscunq; & vestrum cuius sub pena quingent lib de  
terrīs bonis & catallis vestris & cuiuslibet vtrū ad opus  
vtrū levandū firmit in iungendū pcepimus qd ab omni  
ulteriori psecutione quacunq; ad communem legem de  
p vel sup aliquod iudicium pdict seu aliquibus mate-  
riis in queremon pdict querelat desistatis & qui sit vtrū  
desistat donec & quousq; vos pfa def. querimon p  
pfecte responderitis dictaq; Curia nra aliter ordinabit  
in hac pre spialit Et hoc sub pena pdict nullatenus  
omittatis nec vestrum aliquis ullo modo omittat Weste  
meipso apud Westm nono die Martii anno Regni  
nostri decimo tertio.

Nathan Wright Custos Sigilli.

*Smith contra Crompton.*

An Injunction awarded against the Defendant the  
Plaintiffs Guardian to hinder him from assigning,  
transferring or borrowing Money upon the Plain-  
tiffs Portion in the Chamber of London (the Plain-  
tiff being an Infant.)

Rex &c. Willo Crompton Gen' necnon Consiliar'  
Attoznat Sollicitat & Agent suis quibuscunq; & eorū  
cuius salutem Cum datum est nobis intelligi in Cur'  
Canc' nostre ex pre Johis Smith infan per Guard  
quer' & us te pfa Willm def. p quendam ordinem  
dict Cur' nostre geren dat nono die Decembris instan  
p quibusdam causis rationibus & materialibus in eodē  
ordine (inter alia) mencōnat qd Injunctio & us te pfa  
Willm def. ab assignando transferendo vel oppigne-  
rando

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rando summam pecunie sex mille & quingent' librar' in querimond' dicti quer' & in Ordine p'dict' mentionat' & in publico erario Lond' jam jam deposit' aut aliquam inde ptem p'hibere emanaret que omnia tu p'fat' def. minus julte facere minaris ut dicitur Nos ad hec consideracionem habentes tibi igitur p'fat' Willo ac vobis ceteris p'sonis supradictis ac vestrum cui'te sub pena decem mille librar' de terris bonis & catallis vestris & cusu'libet vestrum ad opus nostrum lebando firmit' injungendo p'cipimus q'd p'dictam pecunie summam aut aliquam inde pte' in erariis p'd' deposit' nunqua' transfers sive oppignoras aut idem fieri sive committi permittas nec vestrum aliquis permittat quovismodo donec & quousq' causa in dict' Cur' nostr' inter Johem Smith quer' & hus te Wil'm def. plene audit' & determinat' erit dictaq' Curia nostra aliter in hac pte specialit' ordinabit' Teste meipso apud Westm' decimo die Martii anno Regni nostri decimo tertio.

Nathan Wright Custos Sigilli.

Injunctio quando nulla causa ostens. est.

Rex &c. W. P. ac Consiliar' Attoz' & Sollicitator' suis quibuscunq' & eoz' cui'te salutem Cum p' causis & rationibus nob' in Canc' nostra tertio die Novembr' instant' ostens' ex pte Thome P. quer' & hus te p'fat' W. P. def. ordinat' erat q'd breve nostr' de Injunctioe & dicta Cur' nostra & hus te p'fat' def. p' mozatione processus ad communem legem & hus dictum quer' super quandam obligationem p' solutione cent' vigint' & novem librar' p' dictum quer' R. B. Westator' suo intratus usq' ad auditum cause emanaret nisi tu p'fat' def. sup' noticiam ejusdem Ordini Clerico tuo in Cur' dando die Jovis tunc p'xor. futur' & nunc p'terit' causam in contrar' inde ostenderes nos in complemend' Ordini p'dict' & p' bonis causis & rationibus nob' eodem tertio die Novembr' ostens' Et p' eo q'd tu p'fat' def. nulla causa in contrarium Ordini p'd' ostendisti sicut p' certificationem Regis

Registrarii dicte Cur' nostre plene apparet Tibi igitur  
 p̄fat W. P. ac vob p̄fat Consiliar' Attoznat & Solici-  
 tator suis & vestrū cūlt sub pena quingentar' librar'  
 de terris bonis & catallis vestris & cūjūlibet vestrum  
 ad opus nr̄d leband firmiter injungend p̄cipimus qđ  
 ab omni ulteriozi p̄secutione quacūq; ad communem  
 legem s̄lus dictum quer' de vel super obligatione p̄d  
 cesses desistas cessatis & desistatis & quīt vestrum ab  
 hinc penitus cesset & desistat donec materia p̄dicta in  
 dicta Cur' nostr' plenarie audīt & determinat vel alit  
 ordinat fuerit in hac pte & hoc &c. T. R. &c.

Injunctio special' super ferentem pecuniam in Cur' jurat.  
 per Def. debit. fore in ejus respons.

Rex &c. T. R. ac Consiliar' Attoznat Agent & Soli-  
 citatoribus suis quibuscūq; & eoz cūlt salutem Cū  
 p̄quendam Ordīd Cur' Canc' nostre inter Georgium  
 Hyrst T. L. C. R. & P. B. quer' & te p̄fat T. def. gered  
 dat tricesimo die Octobris ult p̄terit p̄ causis & ratio-  
 nibus in dicto Ordine mentionat ordinat fuit qđ si p̄fat  
 quer' duceret in dictam Cur' nostram pecūd quas tu  
 p̄fat def. in tua responsione queremoni p̄fat quer' exhi-  
 bit tibi debitas esse jurasti breve nostrū de injuncone  
 emanaret quoad retardand p̄cess tui p̄fat def. ad com-  
 munem legem Nos ad hec considerationem habentes  
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 vand firmit' injungend p̄cipimus qđ ab omni ulteriozi  
 p̄secutione quacūq; ad communem legem s̄lus p̄fat  
 quer' vel aliquos eoz de vel pro aliquibus materiis in  
 queremoni p̄fat quer' querelat desistatis & quīt v̄m  
 ab hinc penitus desistat donec & quousq; materia quere-  
 moni p̄dict' plenarie audīt & determinat fuerit in dicta  
 Cur'

Cur' nostra Et hoc sub pena p'dicta nullatenus omittatis nec omittat vestrum aliquis ullo modo Teste Rege &c.

Injunctio special' super ferentem pecun' in Cur'.

Rex &c. R. W. ac Consiliar' Attoꝝ Agent' & Solicitator' suis quibuscunq; & eozum cui sit salutem Cum p' divers' separata' Ordin' coram nob' in Cur' Cant' n' inter J. G. quer' & te p'fat' R. def. fact' p'iore eoz' gerend' dat' tertio die Novembꝛis ult' p'terit' ac ulterior' eoz' vicesimo octavo die Januarii instans Ordinatus est qd' super solutionem trigint' librar' pro p'fat' quer' in dicta Cur' nostram h'beve nostrum de injunctiōe emanare ad retardand' proces's cui p'fat' def. ad communem legem Solus p'fat' quer' usq; ad audit' hujus cause aut al' ordin' in contrarium Nos ad hec considerationem habentes ac quia p'fat' quer' p'dictam summam trigint' librar' in dictam Cur' nostr' intulit velut p' certificationem Publicarii dicte Cur' nostre plene apparet Tibi igitur p'fat' R. W. ac vob' p'fat' Consiliar' Attoꝝ Agent' & Solicitatoribus suis quibuscunq; & vestris cui sit sub pena ducent' librar' de bonis terris & catallis vestris & cujuslibet vestrum ad opus nostrum levand' firmit' injungend' p'cipimus qd' ab omni ulteriore p'secutione quacunq; ad communem legem Solus p'fat' quer' pro aliquibus materiis in queremoni' p'fat' quer' querelas desistatis & quilibet vestrum abhinc penitus desistat donec & quousq; materia queremoni' p'dict' plenarie audiet' & determinat' fuerit in dicta Curia nostra Et hoc sub pena p'dicta nullatenus omittatis nec omittat v'um aliquis ullo modo Teste &c.

Injunctio ad quietand' possession'.

Rex &c. A. B. Theologie professor' Decan' Ecclesie Cathedral' &c. cuicunq; al' persone sive quibuscunq; & p'sonis aliquod jus statum titulum clameum usum possessione

possessionem interesse sive demand de vel in aliqua inde  
 arte vel parcella per vel subter vos seu vestrum ali-  
 quem hēd claman vel vendican & eorum cui sit salutem  
 ostens est nob in Cur' nostra pōict qđ dictus quer'  
 queremoni suam pōict relevari petiverit pro terr'  
 pōict qđq tu pfať def. responsū tuam adinde adhūisti  
 licet dictus quer' habuit actualem possessionem  
 pōide p spaciū 10 annorū ult pterit ante exhi-  
 bitionem queremoni pōide velut ex sacro plenius li-  
 quet tamen tu pfať def. possessionem dicti quer' distur-  
 bare conaris minus iuste ut dicitur Nos ad hec consi-  
 derationem habentes tibi igitur pfať A. B. ac vob  
 ceteris personis supradictis & cui sit vestrum sub pena  
 centar' librar' de terris bonis & catallis vestris &  
 cūlibet vestrum ad opus nostrum leband firmit in-  
 iungend pcepimus qđ dictos quer' & assignat suos plenā  
 quietam & pacificam possessionem terrar' in queremoni  
 dicta ut pfertur querelat & cūlibet inde pris vel  
 celle habere gauderi frui tenere & possidere pmittatis  
 quīt vestrum pmittat in tam amplis modo & forma  
 ut dictus quer' & Assign sui tempore exhibitionis  
 queremoni pōide & p tres annos antea fuerunt posside-  
 ant tenuerunt usi vel gavisī fuerunt aut eorū aliquis  
 habuit tenuit usus vel gavisus fuit donec & quousq  
 materia pōicta coram nob in Cur' pōicta plenarie au-  
 dit & determinat fuerit Et hoc ꝛc. L. R. ꝛc.

If referred to Trial this Clause to be put in.

Cum sup auditu materie queremoni dicti quer' corā  
 nob in Canc' nostra pōict ordinat est qđ separales Tri-  
 ationes (as the Case is) ad communē legem ad ppor. as-  
 signatur fuer' tangend pmissa queremoni pōict querelat  
 equitate materie post triationem pōict habit & Cur'  
 pōi determinādi reservata Nos interim quer' & Assign  
 suos talem possessionem gaudere qualem p tres annos  
 ante exhibitionem queremoni pōide habuerit volentes  
 Nos ꝛc.

Injunctio

## Injunctio al. ad quietand' Possessionem.

Rex &c. J. B. & al' nec non omnibus & singulis  
 al' personis aliquid jus statum titulus clarius usus possessionem  
 nem interesse sive demand de vel in terra commun' & al'  
 pmissis in queremoniis J. B. & al' quer' coram nob' in  
 Cur' Canc' nostre Glus vos p'fat' Johem & al' nuper  
 exhibuit mentionat' & specificat' aut de vel in aliqua inde  
 pte vel pcell' p vel subter vos seu vestrum aliquem  
 clamant' seu vendicant' & eorum cuius salutem ostendit  
 est nob' in Cur' nostra p'dict' qd' dicti quer' p queremoniis  
 suam p'dictam relevium sibi dari petiverunt p terr' &  
 pmissis p'dict' Ac licet dicti quer' & illi subter quos dicti  
 quer' clamant quietam possessionem terr' & pmissis p'dict'  
 habuerunt p spatium viginti annorum ult' pterit' ante  
 exhibitionem queremoniis p'dict' absq; molestatione v'ri  
 p'fat' def. veluti ex sacro plene liquet Nos tamen p'fat'  
 def. possessionem dictor' quer' disturbare proceditis mi-  
 nus iuste ut dicitur Nos ad hec considerationem ha-  
 bentes vob' igitur p'fat' J. B. & al' ac vob' ceteris psonis  
 supradict' & cuius v'ri sub pen' &c. ad opus n'rum levand'  
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 sidere permittatis ac quicquid vestrum permittat in tam  
 amplis modo & forma p'out dicti quer' tempore exhi-  
 bitionis queremoniis p'dict' & per tres annos antea except'  
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 tenuerunt usi vel gavis' fuerunt vel eor' aliquis habuit  
 tenuit usus vel gavisus fuit Et hoc sub pena p'dicta  
 nullatenus omittatis nec omittat vestrum aliquis ullo  
 modo Teste &c.

Injunctio

Injunctio ad restringend' vastum commis. super terras  
glebales.

Rex &c. J. P. nec non Operariis Servis Agentibus & Assignatis suis quibuscumq; & eor' cuius salutem ostens' est nob' in Cur' Cancellar' nostra ex parte L. A. quer' Olus te p'fat' Johem def. qd' idem quer' in feodo leisitus existens Panerij seu Dominij de H. cum prin' ac Advocationis & juris Patronagij Ecclesie Parochial' ibidem ac qd' idem quer' ad inde p'sentaret sup' aliqua vacuitate ac dicta Rectoria (vacua existente) dictus quer' W. Mooze sacre Theologie Professor adinde p'sentabat qui ultro fuit admissus institut' ac in eandem Rectoria induc't adeoq; devenit intitulat' p'quisit' illius Attamen tu p'fat' def. p'tendens habere p'sentationem a Thoni Browne p'f' ac existens in possessione illius ac intelligens qd' idem quer' eandem ad commun' legem recuperare intendit deq; titulo tuo hesitans possessionem dict' p'miss' deliberare reculas vero nupime fecisti vasta p'p'm magna sup' eadem p'missa in arand' & in agriculturam convertend' antiqua p'zata & pasturas terr' glebal' ejusd' Rectorie que a tempore cujus contrar' memoria hominu' non existit nequaquam arat' sunt nec non boscos sup'inde astand' & crescend' discindis & proster- nis minus iuste Nos ad hec considerationem habente tibi igitur p'fat' Johi Philips ac vob' omnibus ut supra mentionat' personis & vestrum cuius sub pena quingentar' librar' de bonis terris & catallis vestris & cujuslibet vestrum ad opus nrm' lebant' firmiter injungend' p'cipimus qd' aliqua vasta sive spolia in vel sup' p'miss' p'dict' ut p'fertur facere p'petrare seu committere desistas desistatis & qui te vestrum omnino desistat donec materia p'dict' coram nob' in dicta Cancell' nostra plenat' fuerit audit' & hoc &c.

Injunction

Injunction to stay Waits after the Defendant was served with the Decree.

Reverend. Johi Wembridge necnon Operariis Servis Agentibus & Assignis suis quibuscumque & eorum cuilibet salutem. Ostens est nobis in Curia Cancelle nostre ex parte Elianoze Wilcox videlicet querens plus te prefatus Johem Wembridge def. quod eadem querens Decretum obtinuit in Curia Cancellarie nostre predictum per materiam hic in questione & quod tu prefatus def. cum breve nostro de executione predicti Decreti interservisti fuisse velut per sacrum appetit. Quod tu in contemptu nostri dictique Curie nostre sistis manifeste & non pareris predictum Decretum interim tamen tu prefatus def. aut vos ceteri plene supradicti seu aliquis vestrum multa vasa & spolia super dictis promissa hic in questione committitis vel committitis minus iuste ut accepimus. Nos ad hec considerationem habentes tibi igitur prefatus Johi Peace & vobis Operariis Servis Agentibus & Assignis suis predictis & cuilibet vestrum sub pena quingentarum librarum de bonis terris & catallis vestris & cujuslibet vestrum ad opus nostrum levandis firmiter injungendo precipimus quod aliqua vasa sive spolia in vel super promissis in Decreto predicto mentionat facere perpetrare seu committere desistas & quilibet vestrum omnino desistat. Et hoc &c.

Injunctio super Monet. deposit. in Curia.

Reverend. A. B. &c. Ostens erat nobis in Curia Cancelle nostre 30 die Octobris anno Regni nostri 22 ex parte C. D. querens plus te prefatus A. def. quod tu prefatus def. veredictum obtinuisti ad communem legem plus prefatus querens per centum libras custagii. Quod ipse querens in manus tuas solvere volebat per centum libras ita ut breve nostrum de injunctioe emanaret ad retardandam persecutionem super veredictum quod cum Consiliariis tui prefatus querens accepissent tunc ordinat erat

erat sup solutionem dictar' pecuniar' & custag' p'dict' ad  
diem in ea pre limitat' dictum breve de infuncone es-  
manaret jam quia dictus quer' secundum directionem  
Ordin' p'dict' in Cur' p'tulit p'dictam summam centum  
lib' cum Custag' p'dict' velut ex certificatione Hastiarii  
dict' Cur' nostre plenius liquet Nos ad hec conside-  
racōem hēntes tibi p's A.B.ac vob' p'sat' Consil' Atroz-  
nat' Agent' & Sol' p's & cu'lt' vestr' sub pena ducent' lib'  
de terris bon' & catall' vestris & c'usult' vestrum ad opus  
n'rū leband' firmit' injungend' p'cipimus qd' ab omni ul-  
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bel sup' heredito p's abhinc desistes desistetis & qui'te  
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